



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

August 1, 2017
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) [Cable Oversight Committee – Approval to move forward with procuring Architect for design](#)
- b) [24 Cortland Way – Discuss options for site](#)
- c) [Library Planning and Building Committee – Discuss timing of borrowing for project](#)
- d) [Charter Review Committee – Discuss Charter Changes for October Town Meeting](#)

2. RESIGNATIONS

- a) [Ann Morgan – Mill Villages Advisory Committee](#)

3. APPOINTMENTS

Town Administrator

- a) [Nancy D'Auteuil – Part Time Public Safety Dispatcher](#)
- b) [Michael Rybak – Special Officer](#)
- c) [James Barth – Special Officer](#)

4. NEW BUSINESS

- a) [Vote for Chair to sign – Chapter 90 reimbursements](#)
- b) [Vote to sign – Contract with Hi-Way Safety Systems, Inc, for Traffic Pavement Markings](#)
- c) [Vote to approve – Farm-Winery license for Agronomy Farm Vineyard for the Grafton Farmers Market](#)
- d) [Vote to approve – One Day Beer & Wine license for Tina and Marc Theroux – Thank you Reception August 3, 2017.](#)
- e) [Vote to approve – One Day Beer and Wine Licenses – Tufts University – 8/21/2017, 8/25/2017, 10/7/2017](#)

f) [Vote to exercise right of first refusal – 58 High Point Drive](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

8. MEETING MINUTES –

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

Schedule 1(a) Cable Oversight Committee – Approval to move forward with procuring architect for design

Does the Board wish to move forward with procuring an architect to design the Old Police Station to become the new Cable Studio? If we choose to move forward, this will require town meeting authorization to borrow next Spring. The ballpark figure we are using to build that new space is \$800,000 which will be paid out of Cable funds.



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REQUEST FOR QUALIFICATIONS

**Architectural Design and Engineering Services
for Renovation of the old Police Station
into GCTV Television Studio Headquarters
by the
Town Administrator on behalf of the
Board of Selectmen
Grafton, Massachusetts 01519
Tel. 508 839-5335**

The Town of Grafton invites architectural and engineering firms, registered in Massachusetts and with relevant experience, to submit qualifications to provide professional design, documentation and construction administration services for the renovation of the former police station building located at 26 providence road, Grafton, ma. into the headquarters of the relocated Grafton Community Television (GCTV) studio and offices.

Both an electronic and hard copy of the submissions are to be delivered to the Town Administrator's Office c/o *GCTV Head Quarters Relocation* at Grafton Memorial Municipal Center 30 Providence Road Grafton, Massachusetts 01519. All submissions must be received by 04:00 P.M. on **Wednesday, September 12, 2017** to be considered. Submissions submitted by fax will not be considered. Copies of the RFQ are available online at www.ProjectDog.com using project code _____.

A. Invitation

The Town of Grafton invites qualified Architects and Engineers to submit Qualifications for services in the design and renovation of the Former Police Headquarters at 26 Providence Road, Grafton 01519 into the offices and studio for the relocated Grafton Community Television. This RFQ seeks to hire the services of an qualified architect and engineering team to design and coordinate all aspects of this project and furnish construction documents, bidding, and contracts and provide contract administration. This contract is expected to begin in November 2017 with project closeout no later than March 2019.

Submissions received by the Town will be evaluated under the provisions of MGL c7, §38A%z-0 as amended. The designer shall comply with all the provisions of M.G.L. Chapter 7, Section 38A'2-O that are applicable to designer qualifications and contract requirements.

This is a qualification based RFQ and selection is not based on price competition but rather the Town's decision will be based on qualifications and experience with similar projects. The Town will evaluate submissions and enter negotiations with the highest scoring proposer. If unsuccessful, the Town may attempt to negotiate with the second highest scoring proposer.

The Town encourages submissions from Massachusetts certified minority and women-owned businesses.

B. Submission Deadline and Instructions

Submission packages shall include:

The proposer's name, address, and *GCTV Headquarters Renovation* on the front; proposers shall provide on (1) signed original submission and three (3) copies along with a copy in electronic format. Fax submissions will not be accepted; execute and include in the sealed submission the Certificate of Non-Collusion, (Attachment A), and the Certificate of Tax Compliance (Attachment B).

The Town of Grafton, through its Board of Selectmen is the awarding authority and reserves the right to reject any and all submissions or parts of submissions; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Request for Qualifications if it is in the Town's best interest to do so.

Both an electronic and hard copy of the submissions are to be delivered to the Town Administrator's Office c/o *GCTV Headquarters Renovation* at Grafton

Memorial Municipal Center 30 Providence Road Grafton, Massachusetts 01519. All submissions must be received by 4:00 P.M. on **Wednesday, September 12, 2017** to be considered. Submissions submitted by fax will not be considered. Copies of the RFQ are available at the Town Administrator's Office.

The Architect's fee will be negotiated, including all direct and indirect expenses unless otherwise agreed. A price submission shall not be included in the submission.

C. Questions, Addendum or Submission Modification

Questions concerning this RFQ must be submitted in writing to: Timothy P. McInerney, Town Administrator Grafton Memorial Municipal Center 30 Providence Road Grafton, Massachusetts 01519 or via email to mcinerneyt@graffton-ma.gov, subject: *GCTV Headquarters Renovation*.. All inquiries received three (3) or more days prior to the submittal deadline will be considered. Written responses will be emailed to all applicants on record as having received the RFQ.

If any changes are made to this RFQ, an addendum will be issued. Addenda will be emailed to all applicants on record as having received the RFQ.

All submissions submitted in response to this RFQ shall remain firm for ninety (90) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

D. Mandatory Pre-Submissions Walk Through

A pre-submission mandatory walk through briefing session and tour will be held on **Friday, September 1, 2017**, 10:00 a.m. at 26 Providence Road Grafton, Massachusetts 01519.

E. Background

Grafton Community Television (GCTV) currently has offices and studios at 296 Providence Road in South Grafton. This facility is not convenient to Town Offices or the local High School and also lacks sufficient parking for Grafton citizens who participate in the creation of television programs carried on the town's cable systems and via the internet.

The Town owns the building at 26 Providence Road adjacent to the Town Municipal Center. The building was originally commissioned as the Town of Grafton's police department with offices, restrooms, multiple purpose room and detention cells. Today the building is unoccupied.

The “old police station” building consists of approximately 4,230 sf of space with an additional 990 sf of partial mezzanine space. The single story, free standing building consists primarily of load bearing, concrete masonry unit construction. Interior are primarily painted CMU walls. All mechanical, electrical and plumbing systems are original to the building and assumed to be at the end of their useful life.

In 2016, the Town of Grafton contracted with BH+A architects to conduct a feasibility study similar to programming and Conceptual Design phases. This feasibility study is included with this RFQ for reference and should be used as the town's initial building program and basis of design for further design development. The feasibility study is included in this RFQ for reference.

It is the town's intent to explore construction cost reduction options with the selected A/E firm during the design and design document phase of the project.

The initial estimated construction budget is \$800,000.

F. Scope of Services

The A/E firm hired will provide architectural design and engineering services necessary for the complete renovation of the former police headquarters into a television studio, technical facilities and open plan offices. The A/E firm hired will work under the direction of the Town Administrator or his Designee.

Provide all record keeping during all phases of the project and develop accurate and detailed meeting notes for distribution to all Project Team Members.

Designate a specific individual who will be responsible for planning, coordinating and conducting the majority of the work. This person shall be dedicated to the project and shall act as liaison for all correspondence with the Town for coordination, submission, meetings, and presentations.

Schematic Design

The A/E firm shall confirm all existing conditions and thoroughly review and understand the Basis for Design for the project. Tasks for this phase of the work are as follows:

- 1) Attend a project kickoff meeting with the Town and their representatives to review the project scope, schedule and identify the key milestones for the project
- 2) Complete all pre-design tasks necessary to thoroughly identify the overall scope of the project. Provide an overview to the design and layout of facilities from an acoustic and broadcasting view point; Specify the means

of meeting the stated criteria regarding sound insulation and room acoustics for the studio.

- 3) Develop plan options to accommodate program spaces identified in the feasibility study including approaches to all HVAC, plumbing, electrical, lighting and fire protection engineering systems
- 4) Analyze all applicable codes and regulations, including State Building Code, Energy code, Massachusetts Architectural Access Board (MAAB) and MA public procurement laws.
- 5) Incorporate reasonable sustainable design strategies to address energy, indoor air quality and environmental impacts and coordinate possible subsidy/grant/rebate opportunities
- 6) Provide schematic level estimate identifying construction costs for all areas of the work

Design Development

- 1) Development of the approved plan in the Schematic Design phase including detailed drawings on key renovation scope to interior, exterior, and site/utility work
- 2) A detailed project schedule and outline specification identifying the technical scope of the work and all engineering systems.
- 3) Provide Detailed Construction Cost Estimates done by an independent cost estimator based on a CSI format

Construction Document

- 1) Complete construction documents including detail architectural and engineering drawings and specifications to fully describe the scope and design of the project for public bidding and conforming to MA public procurement laws
- 2) Update Detailed Construction Cost Estimates

Bidding/Contractor selection

- 1) Provide assistance with bidding, contractor evaluation and contract execution phase of the work

Contract Administration

Provide Contract Administration and Inspection services including but not limited to:

- 1) Review of contractor submittals, change order requests, payment applications and attendance at and preparation of weekly job meeting minutes
- 2) Production of punch list items, inspection of punch list work and recommendation of final acceptance of the construction and project close-out.

F. Contract Period

The anticipated contract period will be from **November 2017 through November 2019**. The contract may be extended by mutual agreement in writing if deemed necessary. The Town will negotiate the scope and fee schedule, as previously noted, with the successful respondent.

G. Minimum Criteria/Qualifications

Each proposer must demonstrate that it meets the seven minimum qualifications listed below.

- 1) Minimum of five years experience in projects of a similar nature for the principals assigned. In documenting this qualification, the applicant should describe the professional background of the firm and the extent of previous experience of firm personnel or consultants to be assigned to the project and identify the anticipated role that each will play in the project.
- 2) Provide a detailed description of at least three similar projects completed in the last five years which the proposer has performed similar services, identifying owners of those projects and their business contact information as references. The proposer shall also identify the personnel who worked on these projects and state whether those individuals will be assigned to this Project and in what capacity.
- 3) Knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the design, funding and construction of Massachusetts public building projects including the State Building Code, regulations of the Architectural Barriers Board and Massachusetts public building and procurement law.
- 4) Possess all necessary current licenses and registrations, either within the firm or through independent consultants, to qualify under Massachusetts' law to perform the function of the architect/engineer/designer of the

projects.

- 5) Provide evidence of insurance for general liability, automobile, worker's compensation (statutory) and professional services liability, as required.
- 6) Not be debarred under MGL c149, §44C or disqualified under MGL c7, §38D.
- 7) Submission of required statements and forms.

Firms will be evaluated and ranked by the same criteria. Each proposal section will be evaluated and ranked using the following categories: Highly Advantageous, Advantageous, Acceptable or Unacceptable. Any proposal that receives an Unacceptable rating for any of the criteria sections may be rejected.

General Quality of the Response

Evaluation Criteria	Scoring Rubric			
	Highly Advantageous	Advantageous	Acceptable	Unacceptable
General Quality of Response	Met and/or exceeded all RFQ requirements, including format, understanding of project, completeness of proposal	Met all RFQ requirements, including format, understanding of project, completeness of proposal	Met all basic proposal requirements, some follow-up for clarification and amplification of proposal elements may be allowed.	Did not meet one or more response requirements.

Town of Grafton
Request for Qualifications – Design and Engineering Services
GCTV Headquarters Renovation

Previous Project Experience

Evaluation Criteria	Scoring Rubric			
	Highly Advantageous	Advantageous	Acceptable	Unacceptable
Experience with projects of similar size and scope	Successful Design/Engineering of >5 similar projects (\$500K to \$1M)	Successful Design/Engineering of 3-5 similar projects (\$500K to \$1M)	Successful design of 2-3 similar projects (\$500K to \$1M)	Design of fewer than 5 similar projects and fewer than 3 IT Infrastructure related projects
Cable Studio Design Experience	Successful Design/Engineering of 5 or more Cable Studio/IT infrastructure projects.	Successful Design/Engineering of 2 or more Cable Studio/IT infrastructure projects.	Demonstration of relevant skills/experience in Designing and engineering of IT Infrastructure projects.	No experience With IT infrastructure/cable studio projects.

References and Reputation

Evaluation Criteria	Scoring Rubric			
	Highly Advantageous	Advantageous	Acceptable	Unacceptable
Reference checks	Outstanding recommendations from all reference checks, at least 2 of which involved Design of cable studios.	Outstanding recommendations from all reference checks.	Good or “would-repeat” recommendations.	Any references which indicated caution or expressed any reservations.

Project Approach

Evaluation Criteria	Scoring Rubric			
	Highly Advantageous	Advantageous	Acceptable	Unacceptable
Project Approach	Proposer provided an excellent response which made appropriate reference to all of the items under the (F) Scope of Services and Submission Instructions section (B)	Proposer provided an excellent response and addressed most of the items under (F) Scope of Services and Submission Instructions section (B)	Proposer provided an adequate response that addressed most of the items under (F) Scope of Services and Submission Instructions section (B)	Proposer did not provide adequate responses to most of the items under (F) Scope of Services and Submission Instructions section (B)

Proposed Staffing

Evaluation Criteria	Scoring Rubric			
	Highly Advantageous	Advantageous	Acceptable	Unacceptable
Team Members	Highly qualified staff; project leader with outstanding personal recommendations and specifically, relevant experience (Cable Studio/IT infrastructure); staff back-up and additional resources available if needed.	Highly qualified staff; lead engineer with outstanding personal recommendations.	Qualified staff; good lead engineer recommendations.	Inadequate information regarding proposed team members and/or project leader: qualification, background, experience, recommendations.

Firm Stability and Capacity

Evaluation Criteria	Scoring Rubric			
	Highly Advantageous	Advantageous	Acceptable	Unacceptable
Firm Stability and Capability	Strong demonstration of financial stability and capacity to undertake project. Demonstration of civic recognition, and overall excellent company reputation.	Strong demonstration of financial stability and capacity to undertake project.	Adequate demonstration of financial stability and capacity.	Inability to demonstrate financial stability and/or available capacity to undertake project within required timeframe.

Finalist Interview (if invited)

Evaluation Criteria	Scoring Rubric			
	Highly Advantageous	Advantageous	Acceptable	Unacceptable
Interview	Proposer clearly reviewed the process as it would unfold, described the work that would be delivered, and was convincing of the depth of their expertise. Staff who would be involved was present at interview. Each team member was able to establish a comfortable dialogue with the selection committee.	Proposer clearly reviewed the process and work product, Some of the staff who would be involved was present and established a comfortable dialog with selection committee.	Proposer described the process and the work product. The staff who would be involved was not present.	The proposer did not adequately describe the process or work product. Staff was not present at interview.

The Town may schedule interviews with the three highest scoring firms or individuals. The Town will rank the finalists based on consideration of the minimum criteria/qualifications, the comparative evaluation criteria, and the interview (if applicable).

The Town will begin discussion of final scope of services and fee negotiations with the top ranked firm or individual. If unsuccessful in the negotiations, the Town may attempt to negotiate with the next higher scoring respondent (and repeat that process) until successful. If negotiations with one or more of the finalists prove unsuccessful, the Town may reject all responses and may choose to re-advertise for architect/design services if deemed in the best interest to do so.

DRAFT

ATTACHMENT A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Print Name

Title

Name of Organization/Business

Date

ATTACHMENT B

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 62C, and Section 49A (b):

The undersigned certifies under the pains and penalties of perjury that said property owner has complied with all laws of the Commonwealth of Massachusetts and the City of Worcester and is current with all local, state, and federal taxes and other assessments including child support payments as required under the law.

Signature of person signing bid or proposal

Print Name

Title

Name of Organization/Business

Federal Identification Number: 04- or TIN

Date

Schedule 1(b) 24 Cortland Way – Discuss Options for Site

This issue was discussed at the previous Selectmen's meeting. Since that meeting, we have reached out to the homeowner, via certified mail, to request her presence at the August 1 Board meeting. On July 28, our certified letter was returned to us, with a note stating that the homeowner had moved and left no forwarding address. We have moved forward in getting a quote from Earthworks for approximately \$56,147.50 for securing and stabilizing the site. Earthworks is prepared to start work 2 weeks after a contract is signed and executed. The bank seems interested in taking over this project, and have reached out to Earthworks independently to get numbers for the stabilization of the site. However, as of today, 7/28/2017, we do not have a definitive answer from the bank.

It is our recommendation to the Board that they vote to allow the Vice Chair or the Town Administrator to sign the contract for \$56,147.50 for the stabilization of the site if the bank does not take action by August 15, 2017.

Both motions below are required on this item.

Motion: I move that we vote to allow the Vice Chairman of the Board sign the contract with Earthworks for \$56,147.50 for the stabilization of 24 Cortland Way, if the bank does not take action by August 15, 2017.

Motion: I move to affirm the Board of Surveyor's decision in their June 27, 2017 report from the Office of the Building Inspector, and cause the structure (s) located at 24 Cortland Way, in Grafton, MA, to be removed.



PLANNING BOARD

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MEMORANDUM

TO: Grafton Board of Selectmen

FROM: Joseph Laydon, Town Planner

DATE: July 25, 2017

CC: Rebecca Meekins, Assistant Town Administrator

SUBJECT: 24 Cortland Way Documents

The following is a list of documents prepared by Town of Grafton staff regarding the construction of the house at 24 Cortland Way.

1. June 30, 2015: Letter from Maria Mast, Conservation Agent to Karrie Brown, United Construction Service, CC to Atasha Mathew, regarding violation of Stormwater Bylaw for lack of erosion controls.
2. July 27, 2015: Stop Work Order from Maria Mast, Conservation Agent to Karrie Brown, United Construction Service, CC to Atasha Mathew, regarding violation of Stormwater Bylaw.
3. July 29, 2015: Record of Site Visit prepared by Maria Mast, Conservation Agent for review of erosion control best management practices following issuance of stop work order.
4. August 26, 2015: Letter from Robert Berger to Enoch Mayfield, CC to Atasha Mathew, stating the project is under construction control.
5. October 14, 2015 Letter dated from Robert Berger to Atasha Mathew informing that Tin Htway, Building Commissioner in Westborough will be acting building commissioner for the project at 24 Cortland Way.
6. September 17, 2015: Amended Enforcement Order issued by Maria Mast, Conservation Agent on behalf of the Conservation Commission with a request to attend the October 6, 2015 commission meeting.
7. October 19, 2015: Stop Work Order from Maria Mast, Conservation Agent to United Construction Service, CC to Atasha Mathew, regarding continued violation of Stormwater Bylaw and unmet issues from 9-16-2015 Stop Work Order.
8. January 18, 2016: Email from Tin Htway to Nicola Facendola and Richard Bushnel, CC to Atasha Mathew, requesting addition plan documentation and implementation of erosion control requirements.
9. March 9, 2016: Letter from Maria Mast, Conservation Agent to Atasha Mathew, regarding four tasks that must be completed to lift Stop Work Order.
10. March 10, 2016: Letter from Tin Htway, Westborough Building Inspector to Timothy McInerney, Town Administrator regarding the status of the 24 Cortland Project.
11. March 11, 2016: Memo from Grafton Building Department to Timothy McInerney, Town Administrator outlining the timeline of the project.

12. March 17, 2016: Stop Work Progress Inspection from Maria Mast, Conservation Agent to Atasha Mathew, regarding tasks that must be completed to lift Stop Work Order and encouraging attendance at the Conservation Commissions April 5, 2016 meeting.
13. May 23, 2016: Letter from Maria Mast, Conservation Agent to Atasha Mathew, stating that the Enforcement Order issued on September 17, 2015 has been lifted and that work may recommence.
14. October 18, 2016: Letter from Maria Mast, Conservation Agent to Atasha Mathew, stating two items must be addressed in the site regarding erosion and sediment controls.
15. December 15, 2016: Letter from Maria Mast, Conservation Agent to Atasha Mathew, stating material is being stored on the public sidewalk and that materials must be cleared within 5 business days.
16. December 27, 2016: Letter from Tin Htway, Acting Building Commissioner to Atasha Mathew issuing a Cease & Desist/ Stop Work Order due to failing of the geo-grid retaining wall, lack of conformance with erosion control requirements, and construction materials in the public right-of-way.
17. January 18, 2017: Meeting Notes prepared by Joseph Laydon, Town Planner documenting the January 18, 2017 meeting between Town Officials and Atasha Mathew and her consultants where the status of the project and actions needed to bring the property into compliance were discussed.
18. January 27, 2017: Letter from Joseph Laydon, Town Planner to Atasha Mathew regarding the January 18th meeting and establishing deadlines for actions in advance on a scheduled February 1, 2017 meeting.
19. March 3, 2017: Memo from Joseph Laydon, Town Planner to Tin Htway, Alternate Building Commissioner requesting the preparation of a letter regarding Ms. Mathew's failure to take action and for the rescission of the building permit.
20. March 10, 2017: Letter from Tin Htway, Acting Building Commissioner to Atasha Mathew stating the expiration of the building permit for lack of compliance with 12-27-2016 Cease and Desist Order.
21. June 27, 2017: Survey Report prepared by the Office of the Building Department indicating the determination by the Survey Board that the property is unused, uninhabited, open to the weather, and a danger to the surrounding properties. Exhibits include Exhibit A (Neal Mitchel Structural Report dated June 27, 2017) and Exhibit B (5 pictures of property).
22. July 10, 2017: Letter from Ginny Sinkel Kremer, Esp. to Atasha Mathew forwarding the Report of the Board of Survey which found that the retaining wall constructed at the property is a danger to surrounding properties and ordering the removal or secured and that failure to do so the Town has authority to remove and/or secure the structure. Attached Survey Report.
23. Dates Various – 38 site photos.

Thank you.



Grafton Conservation Commission

June 30, 2015

Karrie Brown
United Construction Service
241 Boston Post Road
Marlborough, MA 01752

RE:
24 Cortland Way
Grafton, MA

This letter is notice that the above referenced site is in violation of the Town of Grafton Article 35, Stormwater Management Bylaw.

Action must be taken to correct this violation within 5 business days to regain compliance. Sediment must be removed from the public roadway, stormwater inlets, sidewalks and adjacent driveways immediately. Construction site best management practices must be implemented to prevent further loss of material from the site. Sediment and erosion control devices should be approved by the Conservation Commission or representative to ensure compliance.

This violation is punishable by a fine of up to \$300 per day, as well as the cost of damages to public infrastructure.

Additionally, if you are disturbing an area of greater than 40,000 square feet or 1000 cubic yards, you are required to file a Stormwater Permit with the Town of Grafton.

Please contact the Conservation Commission office at 508-839-5335, extension 1138, or via e-mail at mastm@grafton-ma.gov.

Sincerely,

Maria Mast
Conservation Agent

Cc: Mathew Atasha, Worcester MA



Grafton Conservation Commission

GRAFTON MEMORIAL MUNICIPAL CENTER

30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519

Phone: (508) 839-5335 ext 1138 • FAX: (508) 839-4602

www.grafton-ma.gov

July 27, 2015

United Construction Services
241 Boston Post Road
Marlborough, MA 01752

Re: 24 Cortland Way
Grafton, MA 01519

STOP WORK ORDER

It has come to my attention that activities associated with work occurring at the aforementioned address are not in compliance with the Town of Grafton Article 36, Stormwater Management Bylaw. Under this bylaw, all sites that have land disturbing activities are required to employ best management practices (bmps) to ensure that erosion is controlled and that disturbed soil is maintained on site. Violations on this site include failure to implement appropriate bmps, failure to install bmps correctly, loss of excessive amounts of sediment off-site and deposition of this sediment in the public right of way and municipal stormwater infrastructure, and failure to adequately remove deposited sediment from public right of way and municipal stormwater infrastructure.

Therefore, I order the following:

1. ALL construction activity must cease immediately with the exception of activities required by this order to regain compliance with the bylaw.
2. All disturbed areas of the site must be immediately stabilized and appropriate bmps must be installed on site to prevent any future sedimentation off-site. These bmps shall include, but are not limited to, the installation of site perimeter protection including reinforced silt fence or silt fence backed by straw bales, inlet protection devices, slope stabilization, gravel tracking pad/construction entrance. The selection and installation of these bmps must be approved by the Conservation Commission or Agent before the Stop Work Order will be lifted.

3. Sediment must be removed from the public right of way including the street, sidewalks, and adjacent driveways. These areas must be swept clean, at no time should they be flushed with water.
4. Sediment must be removed from all stormwater inlets/catch basins that receive flow from this site. Catch basins must not be flushed with water to clean out sediment. Removed sediment must be disposed of in accordance with local, state, and federal regulations.

Regards,

Maria Mast
Conservation Agent

Cc: Town Administrator
Atasha Mathew
1st Class U.S. Mail

Conservation Commission Record of Site Visit

Date of Visit	07/29/2015 1:45 p.m.
Present on site:	Enoch (Builder), Maria Mast

DEP #	n/a
WP#	n/a
SWP#	n/a

Site Location	24 Cortland Way		
Property Owner/ Applicant	Atasha Mathew 12 Brookside Ave Worcester, MA 01602	Tel #	
Builder	United Construction Services 241 Boston Post Road Marlborough, MA 01752 Onsite Rep: Enoch	Tel #	Enoch's Cell: 508-948-5209

Reason for Site Visit	Review bmp installation following issuance of STOP WORK order.
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Observations:
<p>Sediment has been removed from road and sidewalk and there is evidence of sweeping. Bottom of silt fence has been buried along the front of the site and wrapping around the southwest corner. Hay bales have been installed on the inside of the silt fence. Silt fence has been installed, and the bottom buried, at the top of the first slope to help direct runoff down the gravel driveway. An earthen berm has also been placed next to the silt fence to help with this.</p> <p>Contractor (Enoch of United Construction) has agreed to place hay bales across the foot of the driveway at the end of each work day and sweep the street clean of any sediment. He has also agreed to add fresh stone to the construction entrance and extend the gravel construction entrance over the sidewalk and curb to prevent additional tracking into the road. We agreed that the hay bales would be on site and the gravel construction entrance installed by the end of the work day tomorrow (07/30/2015).</p> <p>On these terms I informed him that I would lift the Stop Work Order, effective immediately.</p>
Inspected by: Maria Mast, Conservation Agent



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www.grafton.ma.us

Robert S. Berger
Inspector of Buildings
Zoning Enforcement Officer
E-mail: bergerr@grafton.ma.us

August 26, 2015

Mr. Enoch Mayfeld
United Construction Service
241 Boston Post Road
Marlborough, MA 01752

Re: 24 Cortland Way

Dear Mr. Mayfeld:

This is to inform you that due to the complexity of the construction of the single family residence on the hillside, in relationship to the foundation wall and the retaining wall, we are requesting that this portion of the construction of the dwelling be under construction control.

With that being said, the Designer of Record of the foundation and the Engineer of the retaining wall shall be the responsibility of the parties and they must submit field reports of the progress of this phase of the project. As per the prescriptive method of the controlled construction 780 CMR Section 107.6, 8th Edition.

Should you have any questions, please do not hesitate to contact our office.

Sincerely Yours,

Robert S. Berger
Certified Building Official
Inspector of Buildings
Zoning Enforcement Officer



OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road

Grafton, Massachusetts 01519

Phone: (508) 839-5335 ext 1190 • FAX: (508) 839-4602

Inspector of Buildings: *Robert S. Berger C.B.O.*

bergerr@graffton-ma.gov

www.graffton-ma.gov

October 14, 2015

Atasha Matthew
24 Cortland Way
Grafton, MA 01519

Re: 24 Cortland Way, Grafton

Dear Atasha:

Effective immediately, for unforeseen circumstances, Tin Htway, Building Commissioner for the Town of Westborough, will be acting building commissioner for the project at 24 Cortland Way. Please direct all correspondence and building inspection requests directly to Tin. Tin's contact number is 774 245-7603 and his email address is thtway@town.westborough.ma.us

Regards,

Robert S. Berger

Cc: Enoch Mayfeld
Salah Asfoura
Richard Bushnell



Grafton Conservation Commission

ENFORCEMENT ORDER Grafton Wetlands Bylaw and Regulations

AMENDED

FROM: Grafton Conservation Commission Issuing Authority

TO:

OWNER:

Atasha Matthew
12 Brookside Avenue
Worcester, MA 01602

CONTRACTOR:

United Construction Services
241 Boston Post Road W
Marlborough, MA 01752

Date of Issuance: 09/16/2015 **09/17/2015**

Property map/lot number, address: 24 Cortland Way, Grafton MA

Description of activity/violation:

Failure to control erosion and contain disturbed soil on site during construction of single family home located at 24 Cortland Way, Grafton MA. Existing erosion control measures are insufficient and are not being adequately maintained. Sediment has repeatedly eroded from the site onto public sidewalks and roadway, adjacent private property and driveway, and into the public stormwater system.

The Grafton Conservation Commission hereby orders the following:


- 1) The site owner must provide an erosion and sediment control plan, designed by a qualified erosion control professional with at least five (5) years demonstrated experience designing and installing erosion control measures, within ~~ten (10)~~ **fifteen (15)** business days of the issuance of this enforcement order.
- 2) The site owner must have erosion control measures installed as shown on plan, by a qualified erosion control professional with at least five (5) years demonstrated experience designing and installing erosion control measures, within ~~ten (10)~~ **fifteen (15)** business days of the issuance of this enforcement order.
- 3) If items 1 and 2 are not completed within ~~ten (10)~~ **fifteen (15)** days of the issuance of this enforcement order, a cease and desist order shall be issued and held in effect until items 1 and 2 are completed.
- 4) **The site owner, contractor and/or representative shall appear before the Grafton Conservation Commission at the next regularly scheduled meeting (October 6th, 2015) to discuss the progress of the erosion control plan and installation and the status of the enforcement order.**

Questions regarding this Enforcement Order and Grafton Stormwater Bylaw and Regulations should be directed to the Grafton Conservation Commission, 508-839-5335 x 1138. Office hours are Monday-Friday 8:30 am to 4:30 p.m.

Issued by: Maria Mast, Agent of the Grafton Conservation Commission

Signatures:

Maria Mast
(Signature of delivery person or
certified mail number)

RECEIVED BY: 
DATE: 9/17/15



Grafton Conservation Commission

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519

Phone: (508) 839-5335 ext 1138 • FAX: (508) 839-4602

www.grafton-ma.gov

October 19, 2015

United Construction Services
241 Boston Post Road
Marlborough, MA 01752

Re: 24 Cortland Way
Grafton, MA 01519

STOP WORK ORDER

It has come to my attention that activities associated with work occurring at the aforementioned address are not in compliance with the Town of Grafton Article 36, Stormwater Management Bylaw. Under this bylaw, all sites that have land disturbing activities are required to employ best management practices (bmps) to ensure that erosion is controlled and that disturbed soil is maintained on site. Violations on this site include failure to implement appropriate bmps, failure to install bmps correctly, loss of excessive amounts of sediment off-site and deposition of this sediment in the public right of way and municipal stormwater infrastructure, and failure to adequately remove deposited sediment from public right of way and municipal stormwater infrastructure.

An enforcement order was issued 09/16/2015 outlining actions that must be taken to regain compliance with the bylaw with a deadline of 15 business days. That deadline has now passed and some requirements are still unmet.

Therefore, I order the following:

1. ALL construction activity must cease immediately with the exception of activities required by this order to regain compliance with the bylaw.
2. The site owner must have the erosion control measures installed as shown on the submitted plan, by a qualified erosion control professional with at least five (5) years demonstrated experience designing and installing erosion control measures. The installation of these bmps must be approved by the Conservation Commission or Agent before the Stop Work Order will be lifted.

3. Sediment must be removed from the street, sidewalks, and adjacent driveways. These areas must be shoveled and swept clean, at no time should they be flushed with water.

Regards,

Maria Mast
Conservation Agent

Cc: Town Administrator
Atasha Mathew
1st Class U.S. Mail

Robert Berger

From: Tin Htway <tthway@town.westborough.ma.us>
Sent: Monday, January 18, 2016 4:20 PM
To: Nicola facendola; Richard E. Bushnel (rebpe@metrocast.net)
Cc: 'Atasha'; nmitchell2@aol.com; Robert Berger; Thomas Frederico; Maria Mast
Subject: RE: 24 Cortland Way, Grafton, MA

Nick,

Please send over two wet-stamped copies. Thank you for providing the requested information. I have no issues with construction resuming. Please follow the recommendations from Neal Mitchell in his letter and especially in regards to the backfilling of the walls – One (1) foot lifts on each side as applicable with supervision from the registered design professional in charge under Construction Control. SWPPP must be implemented under the direction of the Conservation Agent, Maria Mast.

Best Regards,

Tin Htway, Vice President, CBO
MetroWest Building Officials Association, Inc.
www.mwboa.org

Alternate Building Commissioner
Town of Grafton
30 Providence Road
Grafton, MA 01519
p. 508-839-5335 ext. 1140
f. 508-839-4602
tthway@town.westborough.ma.us
www.grafton-ma.gov

Please note the Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records.

From: Nicola facendola [<mailto:nfacendola@leveldg.com>]
Sent: Friday, January 15, 2016 12:10 PM
To: Tin Htway
Cc: 'Atasha'
Subject: 24 Cortland Way, Grafton, MA

Tin,

Please find the revised site plan for 24 Cortland Way attached herein. I have added a 4th sheet to the plan set with a 1"=1' profile of the area we discussed on Wednesday. The profile shows that the zone of influence of the foundation wall will not affect the proposed block walls. Please call or email me back with any questions. If the plan looks good, please email me back and let me know how many wet stamped copies of the site plan you will need sent over to your office.

Thanks

Nick Facendola, P.E.

Project Manager



249 South Street, Unit 1

Plainville, MA 02762

508.695.2221 508.695.2219 (f) 508.838.1803(c)

nfacendola@leveldg.com

www.leveldg.com

The information contained in this transmission is privileged, confidential and intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this E-mail transmission is strictly prohibited. If you received this communication in error, please notify Level Design Group, L.L.C. immediately by E-mail or telephone, collect. We will reimburse you for required telephone calls. Thank you.



Grafton Conservation Commission

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www.grafton-ma.gov

March 9, 2016

Atasha Mathew
12 Brookside Avenue
Worcester, MA 01602

Re: 24 Cortland Way
Grafton, MA 01519

On March 9th 2016, I, Maria Mast, met site owner Atasha Mathew onsite at 24 Cortland Way in Grafton, MA. We discussed the condition of the site and the areas that need improvement regarding erosion and sediment control. **The following items must be addressed on site as soon as possible, with a deadline for completion of two (2) weeks from the issuance of this letter.**

1. A silt fence and straw bale erosion control barrier shall be installed along the western edge of the site.
2. The water that is currently draining from the top of the site and running along the east side of the foundation shall be temporarily routed away from all areas of exposed soil and directed over a stable surface until a permanent solution is engineered.
3. Sediment shall be removed from the drainage swale that lies between 24 Cortland Way and the neighboring common driveway on the west side of the site. The swale shall be returned to its original profile and the storm inlet shall be fully uncovered so that water can flow into the drain.
4. Sediment shall be removed from Cortland Way and the street shall be swept clean.

Items 1 and 2 must be completed by a qualified erosion and sediment control professional. Once you have identified the contractor, please provide me with their contact information so that I can verify their qualifications. Upon satisfactory completion of the items listed above, the Stop Work Order shall be lifted.

Regards,

Maria Mast
Conservation Agent

Cc: Tin Htway, Alternate Building Commissioner, Town of Grafton



TOWN OF WESTBOROUGH MASSACHUSETTS 01581

BUILDING DEPARTMENT

FORBES MUNICIPAL BUILDING
45 WEST MAIN STREET
WESTBOROUGH, MA 01581
TEL. (508) 366-3015
FAX. (508) 366-3018
BUILDINGDEPT@TOWN.WESTBOROUGH.MA.US

BUILDING COMMISSIONER
ZONING ENFORCEMENT OFFICER

TIN HTWAY

March 10, 2016

Timothy P. McInerney, Town Administrator
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

RE: PROJECT SUMMARY 24 CORTLAND WAY, GRAFTON

To Mr. McInerney,

I was brought on to this project on or about October 14, 2015. The Grafton Building Commissioner felt the applicant was not comfortable with him. The applicant perceived that there was conflict of interest or a case of discrimination between the applicant and the Town.

Over the last few months we have had several meetings (in person, on the site, over the phone, email correspondences with the property owner, modular home builder, the site contractor, site engineer, Registered Design Professional in Charge (RDPC), the Town's structural engineer consultant). Additionally, I have met with Town Officials in the building department and conservation commission.

A Cease and Desist Order was issued. All work was to cease until a complete review of the project was completed and the Town was satisfied that the project was in conformance with the Massachusetts State Building Code (MSBC), town bylaws and any other relevant laws before proceeding with construction. The only work that could be performed was in reference to site stability for erosion control and compliance with the approved Stormwater Pollution Plan, coordinated by the conservation officer.

I have requested that the RDPC coordinate all of the activities in regards to the project and act as a contact point. I instructed the Town's SE consultant to review the submitted plans for compliance with the MSBC. He provided comments and direction to move forward and obtain compliance.

The applicant and project team have provided, after some amount of time, all the requested documents and I feel at this time they may proceed with the project. However, during the review process the site was not maintained and is in violation of the Conservation Commission bylaws and Stormwater regulations and a stop work notice was issued by the Conservation Agent.

Please feel free to contact me if you have any additional questions or concerns.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Tin Htway', with a stylized, flowing script.

Tin Htway
Alternate Building Commissioner



OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road
Grafton, Massachusetts 01519
Phone: (508) 839-5335 ext 1190 • FAX: (508) 839-4602

MEMO:

To: Timothy McInerney, Town Administrator
From: Grafton Building Department
Date: 3/11/2016
RE: 24 Cortland Way:

On 2/17/2015, a building permit application was brought into the building department for the installation of a Modular Home at 24 Cortland Way. After the permit was reviewed and additional documentation/details were provided, the building permit was issued on 3/26/2016 for new construction for the placement of the modular home, excluding the retaining walls which needed further review. The Grafton Conservation Commission became involved with the regulation of activities onsite when sediment from construction activities eroded beyond the site boundaries. Despite the work between the Conservation Department and General Contractor, a stop work order was issued on 7/27/2015 for their failure to implement best management practices. The contractor did alleviate enough concerns to get this stop work order lifted and work on the site and foundation work did commence.

The foundation work started and it was determined that the grading of the site did not match the proposed elevation of the foundation. At this point, they proposed a plan to the building department to raise the foundation which also involved the grading of the driveway. As site conditions deteriorated and the contractor became unresponsive, a second stop work order was issued by the Conservation Department on 9/17/2015. The only work permitted to occur onsite was work associated with erosion control.

A partial plan to address the changes in the foundation plan was submitted for review and at this point or around 10/14/2015, allegations of discrimination were made by the owner, Atasha Mathew, toward Robert S. Berger, Inspector of Buildings.

At this point, Robert Berger recused himself as building inspector and appointed Tin Htway, Inspector of Buildings in Westborough, MA, as Alternate Building Inspector to oversee the plan review, approval and inspection process of the remainder of the project.

Over the next several months, meetings in person, onsite, via phone/email, etc. were conducted with engineers, architects, contractors and town personnel. Eventually a

cease and desist was issued by the Alternate Building Inspector in that all work was to cease until a complete review was completed and all parties were satisfied.

On 1/26/2016, the cease and desist order issued by the Alternate Building Inspector was lifted as the applicant and project team have provided the necessary documents and received approval to continue the project.

After many months of site inspections and meetings with the site owner, the stop work order issued by the Conservation Department remains in effect. On 3/9/2016, a letter was issued by the Conservation Department detailing four site conditions that must be met to gain compliance with the Stormwater Management Bylaw. Once these conditions have been satisfied, the stop work order will be lifted and construction can commence.

Please see attached documentation from the Conservation and Building Department for additional and further detail.

jpc



Grafton Conservation Commission

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www.grafton-ma.gov

March 17th, 2016

Atasha Mathew
12 Brookside Avenue
Worcester, MA 01602

Re: STOP WORK Progress Inspection
24 Cortland Way
Grafton, MA 01519

On March 16th 2016, I, Maria Mast, visited the site at 24 Cortland Way in Grafton, MA to inspect the actions that have been taken to meet the requirements outlined in the site inspection letter dated March 9th, 2016. At the time of inspection I noted that work had been performed in an attempt to meet requirements #1 and #3 of the March 9th letter, however, much of the work was done incorrectly or incompletely and therefore does not satisfy the requirements previously established. The following issues were noted during the March 16th site visit:

- The new silt fence was installed in the wrong location. During the March 9th site visit with the property owner Atasha Mathew, I identified that silt fence needed to be added along the western property boundary, at the bottom of the slope, to be connected to the silt fence that was previously installed along the southern boundary of the site. Instead, the silt fence was installed *inside* of the property boundary at the *top* of the slope. The silt fence was not installed correctly or by an erosion control professional as was required by the Enforcement Order issued September 17, 2015 and stated again in the March 9th, 2016 letter. The wire reinforcement of the silt fence was installed on the wrong side of the fabric, the ends of the fence are not curved upslope to create an area for ponding and settling, and the silt fence has been incorrectly located resulting in stormwater being directed down the unprotected front slope of the site.
- The unstabilized drainage channel that flows from the top of the site down the eastern side of the house through a channel of bare soil has not been addressed.
- The drainage swale that lies between the site and the neighboring common driveway to the west of the site has only been partially cleaned of sediment and that sediment was sidecast right next to the swale.
- The silt fence along the southern boundary of site is at maximum capacity and close to being overtopped with sediment.

Therefore, I ORDER the following

1. Silt fence must be installed along the western site boundary, at the bottom of the slope, by an erosion control professional as detailed in the erosion control site report provided by Thompson-Liston Associates, Inc. and stated in the September 17th, 2015 Enforcement Order and the March 9th, 2016 letter.
2. The drainage channel must be graded as shown on the house site plan and stabilized with stone as shown on the report by Thompson-Liston Associates, Inc.
3. Additional sediment must be removed from the north end of the swale. The excavated sediment must be removed from the area adjacent to the swale so that it cannot wash back into the swale and storm drain.
4. Sediment must be removed from Cortland Way, where it has accumulated surrounding the storm drains, and the street must be swept clean.
5. Sediment should be removed from the backside of the silt fence on the southern boundary and the silt fence and hay bales should be replaced as needed.
6. This work must be completed by an experienced erosion control professional approved by the Conservation department and all work must be installed correctly.

The erosion control work done on the site is not satisfactory and the requirements of the March 9th, 2016 letter must still be satisfied. The Stop Work order shall remain in effect until items #1-6 listed above have been resolved. This will be brought to the attention of the Conservation Commission at the April 5th, 2016 Conservation Commission meeting, I strongly encourage you to attend to discuss this matter. Should you have any questions or need additional information, please contact the Conservation office at 508-839-5335 x1138.

Regards,

Maria Mast
Conservation Agent

Cc: Tin Htway, Alternate Building Commissioner, Town of Grafton



Grafton Conservation Commission

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www.grafton-ma.gov

May 23, 2016

By Electronic and First Class Mail

Atasha Mathew
12 Brookside Avenue
Worcester, MA 01602

Re: 24 Cortland Way, Grafton, MA 01519

Dear Ms. Mathew:

This letter is notification that the Enforcement Order issued on September 17, 2015, for 24 Cortland Way, Grafton has been lifted, effective as of the date of this letter. This Office has determined that the requirements of the Order have been adequately implemented on site with respect to the Grafton Stormwater Bylaw, and you may therefore recommence work on the site in accordance with all applicable permits and conditions.

Please contact the Conservation Office at 508-839-5335 ext. 1138 if you have any questions about this notice.

Regards,

Maria Mast
Conservation Agent

Cc: Timothy McNerney, Town Administrator
Ginny Kremer, Town Counsel
Tin Htway, Alternate Building Commissioner, Town of Grafton



Grafton Conservation Commission

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www.grafton-ma.gov

October 18, 2016

By Electronic and First Class Mail

Atasha Mathew
12 Brookside Avenue
Worcester, MA 01602

Re: 24 Cortland Way, Grafton, MA 01519

Dear Ms. Mathew:

On Wednesday October 12th 2016, I, Maria Mast, inspected the project site located at 24 Cortland Way in Grafton, MA. During my inspection I identified two issues that need improvement regarding erosion and sediment control. **The following items must be addressed on site as soon as possible, with a deadline for completion of two (2) weeks from the issuance of this letter.**

1. A silt fence and straw bale erosion control barrier must be installed along the front edge of the site directly behind the sidewalk, connecting to the super silt fence barrier on the west side.
2. All areas of bare dirt and exposed soil must be hydroseeded with a slope stabilizing seed mix and tackifier. This must be done within town weeks so that grass has time to grow and establish before winter. We are currently nearing the end of the growing season and this cannot be delayed any longer.

This work must be completed within two weeks to avoid further enforcement action. If you have questions please contact the Conservation Commission office at 508-839-5335, extension 1138, or via e-mail at mastm@grafton-ma.gov.

Regards,

Maria Mast
Conservation Agent

Cc: Tin Htway, Alternate Building Commissioner, Town of Grafton



Grafton Conservation Commission

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www.grafton-ma.gov

December 15, 2016

By Electronic and First Class Mail

Atasha Mathew
12 Brookside Avenue
Worcester, MA 01602

Re: 24 Cortland Way, Grafton, MA 01519

Dear Ms. Mathew:

It has come to our attention that construction materials from your site are being stored on the public sidewalk, making the sidewalk impassable. Storing material on the sidewalk is a public safety risk and is not permitted. All materials must be removed from the sidewalk immediately. If the materials are not removed from the sidewalk within five business days of the date of this letter, the Town will remove the materials and clear the sidewalk.

If you have questions please contact the Conservation Commission office at 508-839-5335, extension 1138, or via e-mail at mastm@grafton-ma.gov.

Regards,

Maria Mast
Conservation Agent

Cc: Tin Htway, Alternate Building Commissioner, Town of Grafton



OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road
Grafton, Massachusetts 01519
Phone: (508) 839-5335 ext 1190 • FAX: (508) 839-4602
Alt. Inspector of Buildings: *Tin Htway, C.B.O*
htwayt@grafton-ma.gov
www.grafton-ma.gov

CEASE & DESIST/STOP WORK ORDER

December 27, 2016

Atasha Matthews
12 Brookside Ave
Worcester, MA 01519

**RE: SITE CONSTRUCTION & MODULAR SINGLE-FAMILY DWELLING
24 CORTLAND WAY
GRAFTON, MA 01519**

Ms. Matthews:

It has come to the attention of this Office that there are several serious deficiencies existing on your site at 24 Cortland Way. As we have discussed, the site does not conform to the approved or site modified plans which were agreed to by both your civil engineer and your site contractor in many respects. As is evident by even a cursory visual inspection, the geo-grid wall at the front of the property in the street is failing which makes clear that the site is not stable. Erosion and sedimentation controls are not in conformance with plans and requirements. There is also the unauthorized storage of your construction materials in the public right-a-way and on top of the pedestrian sidewalk. There is a lack of construction safeguards and barrier controls per MSBC 8th Edition, *Chapter 33 Protection of Pedestrians*. As the property owner, you are responsible for all of these violations, and for ensuring compliance with all relevant laws and codes that are applicable, including the Massachusetts Building Code and the Town of Grafton Bylaws, and for obtaining all approvals and all required permits.

Therefore, this Office ORDERS the following:

1. That all persons immediately cease and desist from any further construction activity, and that all work stops immediately EXCEPT as noted below.
2. That **within 24 hours**, a public safety barrier shall be constructed along the entire frontage of the site to protect pedestrian traffic passing in front of your property.
3. That **within 5 business days**, all construction material shall be removed from the public way and pedestrian sidewalk, and both surfaces shall be returned to their original condition prior to start of construction.

4. That **within 14 business days**, a civil engineering report by the registered design professional in charge of this project shall be provided to this Office. This report must set forth the status of the project and a summary of the site conditions, including the failed geo-grid wall.
5. That the entire site and geo-grid wall be stabilized and conformance with the above report and/or the approved plans.

Should you fail to act upon any of the orders listed above within the time constraints noted, the Town of Grafton will take any and all available actions, and you will be responsible for any charges incurred for remediation or compliance.

Please refer to the full text of the Commonwealth of *Massachusetts Building Code & Grafton By-Laws*, available on-line at the Town's website, which are applicable to this project. For your convenience, the following are some of the provisions that are relevant to your construction activities.

Included below are the penalty clause(s) from the Massachusetts Building Code that are applicable to these violations:

M.G.L. chapter 148, Section 94. Whoever violates any provision of the state building code, except any specialized code as described in section ninety-six, shall be punished by a fine of not more than one thousand dollars or by imprisonment for not more than one year, or both, for each such violation. Each day during which a violation exists shall constitute a separate offense.

Regards,



Tin Htway
Certified Building Official
Inspector of Buildings/ Zoning Enforcement Officer

CC Town Administrator
Conservation Agent
Principal Assessor
Town Counsel
Street File
1st Class U.S. Mail

Should you choose to appeal this Order, you may do so according to the following section of the Commonwealth of Massachusetts Building Code & Grafton Zoning By-Law:

Massachusetts Building Code, 780 CMR. BOARD OF APPEALS

113.1 General. Appeals of orders, decisions, determinations and failures to act made by any state or local agency or any person or state or local agency charged with the administration or enforcement of the state building code or any of its rules and regulations, except the specialized codes of M.G.L. c. 143, § 96 relative to the application and interpretation of this code shall be addressed by the building code appeals board in accordance with M.G.L. c. 143, § 100.



PLANNING DEPARTMENT

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
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(508) 839-5335 ext. 1120 • FAX (508) 839-4602
planningdept@grafton-ma.gov
www.grafton-ma.gov

MEMORANDUM

TO: 24 Cortland Building Permit File
FROM: Joseph Laydon, Town Planner
DATE: January 18, 2017
SUBJECT: 1-18-2017 Meeting Notes

Meeting started at 9:15 AM in the Planning Department

Attending

Town of Grafton: Joe Laydon, Town Planner; Tin Htway, Building Commissioner; Maria Mast, Conservation Agent; Neal Mitchell, Engineer for Town

Property Owner: Atasha Matthews, Owner; Salah Asfoura, Architect; Michael Burke, Engineer

N. Mitchell stated that the wall was not constructed per plan. Wall needs to be torn down to grade and reconstructed. Not built under construction control. Also the second wall against the house needs to be examined. Recommended digging out the front wall and installing a concrete retaining wall. Backfill of concrete wall will also need to be under construction control.

Discussion of the second wall near the foundation and questions about backfilling between the foundation and the wall. S. Asfoura asked if owner can rebuild the block wall. N. Mitchell said that the block wall would require removing material of the driveway and would cause the second wall to fail. N. Mitchell said the design will still be tricky with a concrete wall. Construction control needed, (soils engineer to be involved since compaction is important if block wall). If concrete, construction control can be civil structural engineer.

Discussion about lack of detail on original plan for 5 feet between foundation and the adjacent wall. Need the existing dimension. N. Mitchell said no matter what the block wall needs to be removed. Discussion on how to deal with runoff, recommendation of rip-rap around right side of the property, mention of possible piping under driveway and looking at the drainage swale on the back side of sidewalk. M. Mast stated erosion controls need to be installed immediately.

To Do's

- Install Erosion Controls on site and have them approved by Conservation Agent
- Applicant and team will take a couple of days to decide how to proceed.
- Validate the wall adjacent to the foundation. Inspect and approve.
- Perpendicular wall needs to be examined to determine if it compromises the retaining wall.
- Construction control engineer needs to write a report that the walls meet engineering standards.
- Outside wall needs to be re-engineered.
- Next Meeting 2-1-2017, Owner and/or Team will contact Town Planner prior to mtg.



PLANNING DEPARTMENT

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January 27, 2017

Atasha Mathew
12 Brookside Avenue
Worcester, MA 01602

Re: 24 Cortland Way, Grafton MA 01519

Certified Mail: 7016 0340 0000 4003 6422

Dear Ms. Mathew,

The purpose of this letter is to follow up on our January 18th meeting regarding the status of construction at 24 Cortland Way.

On December 27, 2016, Cease and Desist and Stop Work Orders were issued by Tin Htway, Alternate Building Commissioner for the Town of Grafton. Mr. Htway's letter specified five tasks that were to be completed within a two-week period in order for construction to resume. During this period, in violation of the Order(s), work continued on the retaining wall. On January 6, 2017, Mr. Htway notified you by emailed that the site was not in compliance with the December 27, 2016 Order(s), noting specifically that work was continuing without an analysis of the wall and was furthermore not being done under the supervision of an engineer as was required.

On January 12, 2017, while workers were reconstructing the wall in violation of the Order(s), it sustained a structural failure and collapsed at the western corner of the property. Upon visiting the site following the collapse, the Building Department posted a Stop Work Order on the site. You were subsequently contacted by phone and requested to attend a meeting at Town Hall on January 18, 2017.

On January 18, 2017, representatives from the Town of Grafton met with you, your architect Salah Asfoura, and your engineer Michael Burke. Town officials present were Alternate Building Commissioner Tin Htway, Conservation Commission Administrator Maria Mast, Building Department's engineering consultant Neal Mitchell, and myself. The purpose of the meeting was to discuss the status of the project and to identify how the Town's concerns would be addressed in order to allow the project to move forward.

As indicated in the attached meeting notes, it was stated that the retaining walls were not constructed according to the plans, and the walls adjacent to the Cortland Way right of way needed to be removed. In addition, a number of items were identified as being required, including but not limited to the installation of erosion control fencing on the site (to be approved by the Conservation

Commission Administrator), the preparation of an engineer's report on the status of the walls, and submission of plans detailing the reconstruction of the walls.

Recognizing that your team needed time to determine how to proceed with the project, a second meeting is scheduled for February 1, 2017, in the Planning Department Office. In advance of the meeting, you were asked to confirm your attendance.

As of the date of this letter, the completion of erosion controls has not occurred, and the Town has received no indication that you intend to attend the February 1 meeting. The only communication the Town has received from you since the meeting on the 18th was a text message to Mr. Htway received in which you indicated that you were not moving forward with the project at 24 Cortland. Furthermore, the Building Department has also received a facsimile from Mr. Burke indicating his withdrawal of involvement from the project.

In light of the above, the Town is formally requesting the following from you:

1. Within 7 days of receipt of this letter, (a) Submit written notification of your intention with regard to continuing, or not continuing, with the project; and (b) install the erosion controls required by the Conservation Commission Administrator;
2. Within 14 days of receipt of this letter, submit a construction schedule indicating when engineering materials will be forthcoming, including an engineer's engagement letter;
3. Within 30 days of receipt of this letter, submit an engineer's report, with associated construction details and plans for the reconstruction of the retaining wall.

The Town's primary interest is the safety and welfare of its residents. To that end, as we stated on January 18th, it is our desire to work with you and your contractors to resolve the failure of the wall and ensure the project can move forward. However, failure to satisfy the above listed requests may result in the engagement of legal counsel to pursue enforcement of Town permits, orders, and applicable bylaw violations.

I look forward to meeting with you on February 1, 2017 to work towards a resolution for your property. Please immediately notify me regarding your intention to appear at that meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joseph Laydon", written in a cursive style.

Joseph Laydon
Grafton Town Planner


CC: Grafton Building Department
Grafton Conservation Commission
Grafton Board of Selectmen
Town Counsel



PLANNING DEPARTMENT

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1120 • FAX (508) 839-4602
planningdept@grafton-ma.gov
www.grafton-ma.gov

M E M O R A N D U M

TO: Tin Htway, Alternate Building Commissioner
FROM: Joseph Laydon, Town Planner 
DATE: March 3, 2017
CC: Ginny Kramer, Town Counsel
SUBJECT: 24 Cortland Way – Follow up on Enforcement Actions

I am writing to ask that we take steps to formally notify Atasha Mathew that the deadlines to address and remove the December 27, 2016 Cease and Desist and Stop Work Order have expired. In your January 27, 2017 letter, Ms. Mathew was required to submit an engineer's report along with associated construction details and plans for the reconstruction of the retaining wall within 30 days from receipt of the letter. The 30-day deadline has now expired and the other deadlines established within that letter have also expired.

Per our conversation with Town Counsel, can you prepare a letter for Town Counsel and I to review informing Ms. Mathews of the failure to take action and the formal rescission of the building permit. The letter should also include language that the Town will take action to ensure the Town's interests.

Please let me know if I or Ginny can be of any assistance and thank you for your assistance on this project.



OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road

Grafton, Massachusetts 01519

Phone: (508) 839-5335 ext 1190 □ FAX: (508) 839-4602

Alt. Inspector of Buildings: *Tin Htway, C.B.O*

htwayt@graffton-ma.gov

www.graffton-ma.gov

EXPIRATION OF BUILDING PERMIT

March 10, 2017

Atasha Matthews
12 Brookside Ave
Worcester, MA 01602

**RE: SITE CONSTRUCTION & MODULAR SINGLE-FAMILY DWELLING
24 CORTLAND WAY
GRAFTON, MA 01519**

Ms. Matthews:

Regarding Building Permit 2015-77, issued on 3/26/2015, I am writing today to let you know that your building permit has expired. The last approved inspection was performed on 7/23/2016. Since that date, no inspections have been approved and the work has not been in compliance with the building permit and the associated approved plans.

Additionally, the Cease and Desist Order dated 12/27/2016 has not been adhered to.

Specifically, the following portions of that Order have not been complied with:

1. That **within 24 hours**, a public safety barrier shall be constructed along the entire frontage of the site to protect pedestrian traffic passing in front of the property.
2. That **within 14 business days**, a civil engineering report by the registered design professional in charge of this project shall be provided to this Office. This report must set forth the status of the project and a summary of the site conditions, including the failed geo-grid wall.
3. That the entire site and geo-grid wall be stabilized and conformance with the above report and/or the approved plans.
4. Outstanding lack of construction safeguards and barrier controls per MSBC 8th Edition, *Chapter 33 Protection of Pedestrians*.

As we have discussed, the site does not conform in many respects to the approved or site modified plans which were submitted by both your civil engineer and your site contractor. The geo-grid wall at the front of the property near the street has had numerous failures in the past few months and is

still not in compliance. Erosion and sedimentation controls are not in conformance with plans and requirements. As the property owner, you are responsible for all of these violations, and for ensuring compliance with all relevant laws and codes that are applicable, including the Massachusetts Building Code and the Town of Grafton Bylaws, and for obtaining all approvals and all required permits.

Therefore, this letter serves as notification that your permit has expired as of 3/10/2017. You have the right to request an extension of your permit by submitting a written request to this office. The extension request must demonstrate justifiable cause for the extension.

Please refer to the full text of the Commonwealth of *Massachusetts Building Code & Grafton By-Laws*, available on-line at the Town's website, which are applicable to this project.

Included below is one penalty clause that is applicable to these violations noted herein:

M.G.L. chapter 148, Section 94. Whoever violates any provision of the state building code, except any specialized code as described in section ninety-six, shall be punished by a fine of not more than one thousand dollars or by imprisonment for not more than one year, or both, for each such violation. Each day during which a violation exists shall constitute a separate offense.

Regards,



Tin Htway
Certified Building Official
Inspector of Buildings/ Zoning Enforcement Officer

CC Town Administrator
Conservation Agent
Principal Assessor
Town Counsel
Street File
1st Class U.S. Mail

Should you choose to appeal this Order, you may do so according to the following section of the Commonwealth of *Massachusetts Building Code*:

Any person who is aggrieved by an interpretation, order, requirement, direction or failure to act by any state or local agency or official charged with the administration or enforcement of the State Building Code (780 CMR) or any of its rules and regulations, may file an appeal with the Building Code Appeals Board as prescribed in M.G.L. c. 143, §100.

Grafton Zoning By-Law Section 1.3.6.2 Any person aggrieved by reason of his inability to obtain a permit or enforcement action from the Inspector of Buildings or other Administrative officer under the provisions of this By-Law, or any person including an officer or board of the Town, aggrieved by an order of decision of the Inspector of Buildings, or other administrative officer, in

violation of the provisions of Chapter 40A of the General Laws or any provision of this By-Law, may file an appeal in accordance with the provisions of Chapter 40A of the General Laws.



OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road

Grafton, MA 01519

Phone: (508) 839-5335 ext. 1190 * FAX: (508) 8394602

Alt. Inspector of Buildings: Tin Htway, C.B.O

htwayt@grafton-ma.gov

www.grafton-ma.gov

Date: 06/27/2017

Re: Survey Report

Town of Grafton Assessors Map # 80, Parcel # 216

Dear Tin Htway,

At your direction and as authorized under the Massachusetts State Building Code, 780 CMR R115, Failure to Remove or Make Structure Safe, Survey Board, Survey Report, a "Board" was assembled and made a site visit to survey the property above. The Board consisted of the following people:

Michael Gauthier, Fire Chief

Brian Szczurko, Town Engineer

John Marro III, Disinterested Resident of Grafton

Neal Mitchell, Neal Mitchell Structural Engineer

The survey by the Board was made on 24 Cortland Way, and as required by MGL 143 § 8, "***A written report of such survey shall be made, and a copy thereof served on such owner.***" The findings are as follows:

See exhibit A (Neal Mitchell structural report).
See exhibit B (5 pictures from the 6/27/17 survey)

It is the unanimous determination of the Board, based upon our inspection of
retaining walls and the foundation and professional opinion, that the structures located at
24 Cortland Way, Grafton, Massachusetts is unused, uninhabited,
open to the weather, and a danger to the surrounding properties.

If there are any questions, please feel free to contact any of the Board Members.

Respectfully submitted,



Michael Gauthier ~~Fire Chief~~ Fire Chief



Brian Szczurko, Town Engineer



John Marro III, Disinterested Resident of Grafton



Neal Mitchell, Neal Mitchell Structural Engineer

Neal Mitchell Associates

1041 Sutton Street, Northbridge, MA 01534

Tel: 508-234-8646

Fax: 508-234-8759

e-mail: nmitchell2@aol.com

MEMO TO: Mr. Tin Htway
Grafton Building Department

FROM: Neal B. Mitchell, Jr. P.E. S.E.
DATE: June 27, 2017
SUBJECT: 24 Cortland Way, Grafton



The complexity of the land (steep slope) associated with this residential structure required additional technical support and oversight for this project. I provided the technical engineering support to the Grafton building Department by providing site inspections once construction had started on this project.

After a site inspection I was concerned that the foundation wall facing the street was being cast without any reinforcement, with no tie back reinforcement to the side walls, and no reinforcement from the footing into this face wall. I was astonished to learn that the contractor did not think any steel was required. The contractor was clearly not aware of the normal structural requirements.

In addition, the front block wall was to be placed with geogrid behind the block wall in the 5' space between the block wall and the new building foundation wall. The use of block walls with geogrid tieback reinforcement on this project was designed by a Massachusetts Registered Engineer. In a meeting at the Grafton Building Department, that included the Architect, the Wall Engineer and the Contractor all of these issues were discussed. Based on the contractor's lack of understanding of the engineering problems associated with the block wall construction, and the backfilling requirements and controls that were necessary, it was the determination of the Building Department that the wall construction needed to be done under Construction Control. Because the block wall designer was a Massachusetts Registered Engineer, he was designated as the responsible professional that could take on this responsibility for this project. The necessary Construction Control forms were filled out to insure that this work would be performed appropriately with the proper controls.

During this same time the Grafton Conservation Control person was having problems with the improper site activities of the contractor. Construction on the building stopped while the contractor tried to address the erosion control issues on the site. Based on my inspections of the site it was clear that these issues were never properly addressed by the contractor. The fact that these issues remain unaddressed has created problems for the structure that has been built. Water problems around and in the existing structure make any construction that is already in place, of dubious quality.

Perhaps the most serious problem is the fact that the Owner fired the Wall Engineer that had been designated by the Town to provide the proper Construction Control. I was told that the contractor had convinced the Owner that Construction Control was expensive and intrusive, and that he could do the work less expensively on his own. This was the same contractor that I considered to be both incompetent and in need of proper engineering support on this project.

I checked with the wall designer and found out that he had been fired before the block wall had been started. The block walls that were built are not the walls that are on the plan that was approved by the Grafton Building Department. We have no idea where or how the geogrid was put in place, so it is not possible to provide any engineering analysis of the block walls that were built on this site. The construction of these walls depend on the proper placement and length of the geogrid, as well as the proper soil compaction that is required during backfilling to insure proper structural behavior. Therefore, these block walls must be considered to be unsafe.

My concern about the structural condition of these walls is confirmed by the fact that at the highest point of the wall, the wall itself has blown out. Apparently this blowout was caused by improper site drainage coupled with improper wall reinforcing. Therefore, in my opinion all of the block walls must all be taken down.

Removal of the block wall in front of the foundation wall puts the foundation wall in jeopardy of failing because it has not been reinforced for this condition. The improper water drainage from the hill further aggravates the situation of the existing foundation walls. Inspection at the site has revealed unconnected drainage pipes and measurable deterioration in the existing framed structure. Almost everything that has been built is in questionable condition, or of questionable construction. The simple solution is to remove any and all construction on this site.

This hill has been badly scarred by this construction project. Removal of the existing construction must include the necessary drainage design and controls to stop the hill erosion that is taking place. A proper overall plan to develop this site with proper drainage might be able to save some of the existing building construction, but all of the existing block walls must come down and when this happens the existing construction will no longer be safe.



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www.grafton-ma.gov

Robert S. Berger
Inspector of Buildings
Zoning Enforcement Officer
E-mail: bergerr@grafton-ma.gov

Re: 24 Cortland Way, Grafton, Massachusetts 01519

Emergency Waiver of the Public bidding laws under MGL c.149 sec.44A (4) & 44J (6) is hereby granted on this

5 day of **JULY**, **2017**


Elizabeth Eromin, Esq

Deputy General Counsel

Emergency Waiver No. 2968

Carole Cornelison, Commissioner
Division of Capital Asset Management
One Ashburton Place, 15th Floor
Boston, MA 02108

Attn: Emergency Waiver Request

Dear Carole:

The Town of Grafton is seeking a waiver of the bidding requirements of G.L. c. 149, sec. 44A(4), and the advertising requirements of G.L. c. 149, sec. 44J(6).

Heavy structural damage at 24 Cortland Way in Grafton poses an extreme emergency to the health and safety of the general public. As per the survey report dated 06/27/2017, the foundation wall facing the street is collapsing and according to structural engineer Neal Mitchell's attached report, was cast without any reinforcement.

Mr. Mitchell's report explains in thorough detail the history of the project and the failure of proper construction techniques from the start. Also attached with Mitchell's report are photographs that were taken during the recent survey.

The Town of Grafton has been aware of the ongoing damage prior to the survey report and has failed to get cooperation or a solution proposed from the owner. A complete and thorough demolition of the property is necessary. It is crucial for this work to begin as soon as possible due to the rapid deterioration of the site, which the standard bidding process would not allow.

The cost of the demolition will be approximately \$35,000 and we will do our due diligence to get at least three competitive estimates upon your approval. We acknowledge that the prevailing wage law, bonding requirements, and the DCAM contractor certification requirements (if applicable) apply to this emergency project.

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Kremer Law, LLC
9 Damonmill Square • Suite 4A4 • Concord MA 01742

Ginny Sinkel Kremer, Esq.

By First Class Mail

July 10, 2017

Atasha Matthews
12 Brookside Ave
Worcester, MA 01519

Re: 24 Cortland Way, Grafton, MA (Map 80 Parcel 216)

Dear Ms. Matthews:

Please be advised that this officer serves as Town Counsel to the Town of Grafton. Enclosed please find the Report of the Board of Survey that surveyed the above identified property, which is owned by you. The findings of the Survey are that the retaining wall constructed at the property is a danger to surrounding properties. As a result, pursuant to G.L. c. 139, 143, and the Massachusetts State Building Code, 780 CMR 116, you are hereby notified of the Survey Board's findings. Should you fail to immediately cause the structure to be removed or secured, the Town has the authority to cause such removal and/or securing of the building as set forth in G.L. c. 143, § 9 and 139, § 3.

Please note that any person who is aggrieved by an interpretation, order, requirement, direction or failure to act by any state or local agency or official charged with the administration or enforcement of the State Building Code (780 CMR) or any of its rules and regulations, may file an appeal with the Building Code Appeals Board as set forth in M.G.L. c. 143, §100.

Regards,

Ginny S. Kremer

Ginny S. Kremer
Grafton Town Counsel

Encl.

cc: Robert Berger, Building Inspector

Neal Mitchell Associates

1041 Sutton Street, Northbridge, MA 01534

Tel: 508-234-8646

Fax: 508-234-8759

e-mail: nmitchell2@aol.com

MEMO TO: Mr. Tin Htway
Grafton Building Department

FROM: Neal B. Mitchell, Jr. P.E. S.E.
DATE: June 27, 2017
SUBJECT: 24 Cortland Way, Grafton



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www.grafton-ma.gov

Robert S. Berger
Inspector of Buildings
Zoning Enforcement Officer
E-mail: bergerr@grafton-ma.gov

Emergency Waiver of the Public bidding
laws under MGL c.149 sec.44A (4) &

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5 day of **JULY**, **2017**


Elizabeth Eromin, Esq
Deputy General Counsel

Emergency Waiver No.

2968

Re: 24 Cortland Way, Grafton, Massachusetts 01519

Carole Cornelison, Commissioner
Division of Capital Asset Management
One Ashburton Place, 15th Floor
Boston, MA 02108

Attn: Emergency Waiver Request

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Mr. Mitchell's report explains in thorough detail the history of the project and the failure of proper construction techniques from the start. Also attached with Mitchell's report are photographs that were taken during the recent survey.

The Town of Grafton has been aware of the ongoing damage prior to the survey report and has failed to get cooperation or a solution proposed from the owner. A complete and thorough demolition of the property is necessary. It is crucial for this work to begin as soon as possible due to the rapid deterioration of the site, which the standard bidding process would not allow.

The cost of the demolition will be approximately \$35,000 and we will do our due diligence to get at least three competitive estimates upon your approval. We acknowledge that the prevailing wage law, bonding requirements, and the DCAM contractor certification requirements (if applicable) apply to this emergency project.

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Robert S. Berger

Inspector of Buildings

Zoning Enforcement Officer

E-mail: bergerr@grafton-ma.gov

Re: 24 Cortland Way, Grafton, Massachusetts 01519

**Carole Cornelison, Commissioner
Division of Capital Asset Management
One Ashburton Place, 15th Floor
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Attn: Emergency Waiver Request

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\\gthserver6.gth1.grafton.org\departmental\$\Building\R.S.B\Cortland Way Building Number #24\Emergency Waiver Request.doc

Attached is a copy of our Survey Report dated 06/27/2017, Neal Mitchell's report and several pictures depicting the significant damage. Please let us know if there is any additional information needed in making a determination. We appreciate your time and concern on this delicate matter.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "R. S. Berger".

Robert S. Berger
Certified Building Official
Inspector of Buildings
Zoning Enforcement Officer

Date & Time: 10/25/2023 10:10:10 AM
Position: +042.20135° / -071.71553°

Altitude: 463ft

Datum: WGS-84

Azimuth/Bearing: 280° N80W 4978mils (True)

Elevation Angle: -13.4°

Horizon Angle: +00.0°

Zoom: 1X

24 cortland



Position: +042.20138° / -071.71558°
Altitude: 470ft
Datum: WGS-84
Azimuth/Bearing: 269° S89W 4782mils (True)
Elevation Angle: -16.3°
Horizon Angle: -01.1°
Zoom: 1X
24 cortland



File: C:\Users\j... \Pictures\2017\2017-10-10

Position: +042.20142° / -071.71599°

Altitude: 475ft

Datum: WGS-84

Azimuth/Bearing: 248° S68W 4409mils (True)

Elevation Angle: -15.0°

Horizon Angle: -00.1°

Zoom: 1X

24 cortland



Date & time: 10/01/2015 14:10:55 EDT EDT

Position: +042.20143° / -071.71552°

Altitude: 469ft

Datum: WGS-84

Azimuth/Bearing: 304° N56W 5404mils (True)

Elevation Angle: -02.2°

Horizon Angle: +00.2°

Zoom: 1X

24 cortland way--



Date & Time: Tue Oct 26 12:00:41 EDT 2010

Position: +042.20109° / -071.71688°

Altitude: 449ft

Datum: WGS-84

Azimuth/Bearing: 240° S60W 4267mils (True)

Elevation Angle: -38.3°

Horizon Angle: +01.1°

Zoom: 1X

24 cortland



Latitude: +042.20112° / -071.71628°

Altitude: 433ft

Datum: WGS-84

Azimuth/Bearing: 058° N58E 1031mils (True)

Elevation Angle: +05.2°

Horizon Angle: -01.0°

Zoom: 1X

24 cortland



Position: +042.20108° / +071.71695°

Altitude: 433ft

Datum: WGS-84

Azimuth/Bearing: 233° S53W 4142mils (True)

Elevation Angle: -12.3°

Horizon Angle: -01.2°

Zoom: 1X

24 cortland way



Date: 12/11/2016 12:12:12 PM

Position: +042.20140° / -071.71565°

Altitude: 471ft

Datum: WGS-84

Azimuth/Bearing: 280° N80W 4978mils (True)

Elevation Angle: -10.5°

Horizon Angle: -01.2°

Zoom: 1X

24 cortland



Position: +042.20133° / -071.71604°
Altitude: 442ft
Datum: WGS-84
Azimuth/Bearing: 024° N24E 0427mils (True)
Elevation Angle: -01.0°
Horizon Angle: +00.2°
Zoom: 1X
24 cortland



Date & Time: 11/25/2017 11:25:00 EST EDT

Position: +042.20139° / -071.71553°

Altitude: 472ft

Datum: WGS-84

Azimuth/Bearing: 314° N46W 5582mils (True)

Elevation Angle: +00.6°

Horizon Angle: +00.4°

Zoom: 1X

24 cortland way



Date & time: Tue Jan 9 14:02:23 EST 2017

Position: +042.20138° / -071.71569°

Altitude: 468ft

Datum: WGS-84

Azimuth/Bearing: 298° N62W 5298mils (True)

Elevation Angle: -06.4°

Horizon Angle: -00.1°

Zoom: 1X

24 cortland way



Position: +042.20138° / -071.71562°

Altitude: 480ft

Datum: WGS-84

Azimuth/Bearing: 280° N80W 4978mils (True)

Elevation Angle: -15.4°

Horizon Angle: +01.6°

Zoom: 1X

24 cortland



Date & time: has can't get correct 2017

Position: +042.20140° / -071.71563°

Altitude: 441 ft

Datum: WGS-84

Azimuth/Bearing: 278° N82W 4942mils (True)

Elevation Angle: -00.8°

Horizon Angle: +00.2°

Zoom: 1X

24 cortland



Date: 11/11/2023 10:00:00 AM

Position: +042.20131° / -071.71605°

Altitude: 454ft

Datum: WGS-84

Azimuth/Bearing: 059° N59E 1049mils (True)

Elevation Angle: -10.1°

Horizon Angle: -01.8°

Zoom: 1X

24 cortland



Altitude: 431ft
Position: +042.20122° / -071.71650°

Altitude: 431ft

Datum: WGS-84

Azimuth/Bearing: 029° N29E 0516mils (True)

Elevation Angle: +05.9°

Horizon Angle: +00.9°

Zoom: 2X

24 cortland



Date & Time: Wed Feb 9 10:53:53 EST 2011

Position: +042.20126° / -071.71594°

Altitude: 451ft

Datum: WGS-84

Azimuth/Bearing: 336° N24W 5973mils (True)

Elevation Angle: +02.0°

Horizon Angle: +02.0°

Zoom: 1X

24 cortland



Date & Time: Wed Feb 5 10:13:15 EST 2014

Position: +042.20141° / -071.71555°

Altitude: 465ft

Datum: WGS-84

Azimuth/Bearing: 291° N69W 5173mils (True)

Elevation Angle: -13.4°

Horizon Angle: +01.5°

Zoom: 1X

24 cortland



Position: +042.20128° / -071.71611°
Altitude: 439ft
Datum: WGS-84
Azimuth/Bearing: 044° N44E 0782mils (True)
Elevation Angle: -07.4°
Horizon Angle: -00.5°
Zoom: 1X
24 cortland



Date & Time: Wed Feb 17 08:11:02 EST 2016

Position: +042.20139° / -071.71561°

Altitude: 445ft

Datum: WGS-84

Azimuth/Bearing: 279° N81W 4960mils (True)

Elevation Angle: -11.6°

Horizon Angle: +00.4°

Zoom: 1X

24 cortland



Auto & Home Map 2012.07.07 23:12:07

Position: +042.20127° / -071.71610°

Altitude: 451ft

Datum: WGS-84

Azimuth/Bearing: 360° N00W 6400mils (True)

Elevation Angle: +10.3°

Horizon Angle: +01.3°

Zoom: 1X

24 cortland



Date & Time: 11/11/2019 11:11:11 AM
Position: +042.20148° / -071.71567°

Altitude: 408ft

Datum: WGS-84

Azimuth/Bearing: 320° N40W 5689mils (True)

Elevation Angle: -02.2°

Horizon Angle: +01.3°

Zoom: 1X

24 cortland way



Date & Time: Mon, Apr 5 10:05:23 EDT 2015

Position: +042.20143° / -071.71552°

Altitude: 436ft

Datum: WGS-84

Azimuth/Bearing: 309° N51W 5493mils (True)

Elevation Angle: -05.8°

Horizon Angle: -00.9°

Zoom: 1X

24 cortland



Position: +042.20145° / -071.71556°

Altitude: 432ft

Datum: WGS-84

Azimuth/Bearing: 289° N71W 5138mils (True)

Elevation Angle: -26.7°

Horizon Angle: +00.1°

Zoom: 1X

24 cortland





Position: +042.20144° / -071.71569°

Altitude: 456ft

Datum: WGS-84

Azimuth/Bearing: 260° S80W 4622mils (True)

Elevation Angle: -18.3°

Horizon Angle: +00.9°

Zoom: 1X

24 cortland

Position: +042.20139° / -071.71545°

Altitude: 428ft

Datum: WGS-84

Azimuth/Bearing: 274° N86W 4871mils (True)

Elevation Angle: -13.7°

Horizon Angle: +00.6°

Zoom: 1X

24 cortland



Date & time: May 10, 2018 12:23:10

Position: +042.20137° / -071.71580°

Altitude: 465ft

Datum: WGS-84

Azimuth/Bearing: 294° N66W 5227mils (True)

Elevation Angle: -10.7°

Horizon Angle: -00.1°

Zoom: 1X

24 cortland



Date & Time: Fri May 25 10:00:12 EDT 2018

Position: +042.20124° / -071.71571°

Altitude: 453ft

Datum: WGS-84

Azimuth/Bearing: 308° N52W 5476mils (True)

Elevation Angle: -03.1°

Horizon Angle: +00.2°

Zoom: 1X

24 cortland -



Date & time: Wed Jan 10 14:22:23 EDT 2018

Position: +042.20131° / -071.71625°

Altitude: 452ft

Azimuth/Bearing: 178° S02E 3164mils (True)

Elevation Angle: +09.9°

Horizon Angle: +00.8°

Zoom: 1X

24 cortland way violation



Geo-Coordinate: 43° 13' 23.12" N 71° 15' 58.12" W

Position: +042.20130° / -071.71588°

Altitude: 455ft

Azimuth/Bearing: 332° N28W 5902mils (True)

Elevation Angle: -08.5°

Horizon Angle: -00.9°

Zoom: 1X

cortland way



Position: +042.20102° / -071.71727°
Altitude: 447ft
Azimuth/Bearing: 058° N58E 1031mils (True)
Elevation Angle: -87.4°
Horizon Angle: -88.9°
Zoom: 1X
cortland way storm drain at bridge



Position: +042.20099° / -071.71707°
Altitude: 448ft
Azimuth/Bearing: 160° S20E 2844mils (True)
Elevation Angle: -16.6°
Horizon Angle: +01.1°
Zoom: 1X
24 cortland way



Date & time: mid Oct 13 06:23:00 EDT 2013

Position: +042.20130° / -071.71557°

Altitude: 448ft

Azimuth/Bearing: 182° S02W 3236mils (True)

Elevation Angle: -05.7°

Horizon Angle: -00.5°

Zoom: 1X

24 cortland driveway entrance



Date & Time: 7/16/24 10:43:22 EDT 2024

Position: +042.20131° / -071.71603°

Altitude: 448ft

Azimuth/Bearing: 235° S55W 4178mils (True)

Elevation Angle: +07.6°

Horizon Angle: -00.4°

Zoom: 1X

24 cortland, sediment running offsite and down street.



Position: +042.20131° / -071.71615°

Altitude: 457ft

Azimuth/Bearing: 266° S86W 4729mils (True)

Elevation Angle: -13.6°

Horizon Angle: -01.7°

Zoom: 1X

24 cortland way sediment running off site and down side walk and street



Position: +042.20127° / -071.71605°

Altitude: 476ft

Datum: WGS-84

Azimuth/Bearing: 048° N48E 0853mils (True)

Elevation Angle: -04.3°

Horizon Angle: -01.1°

Zoom: 1X

24 cortland



Position: +042.20129° / -071.71573°
Altitude: 455ft
Azimuth/Bearing: 280° N80W 4978mils (True)
Elevation Angle: -13.6°
Horizon Angle: +00.3°
Zoom: 1X
24 cortland silt fence over burdened and about to break



Date & Time: Mon Aug 10 14:24:12 EDT 2015

Position: +042.20130° / -071.71555°

Altitude: 477ft

Datum: WGS-84

Azimuth/Bearing: 331° N29W 5884mils (True)

Elevation Angle: -03.9°

Horizon Angle: +04.9°

Zoom: 1X

24 cortland



Position: +042.20136° / -071.71591°
Altitude: 452ft
Datum: WGS-84
Azimuth/Bearing: 291° N69W 5173mils (True)
Elevation Angle: -10.9°
Horizon Angle: +00.1°
Zoom: 1X
24 cortland





Earthworks Site Development & Utilities
Inc
51 Grafton Road
Upton, MA 01568 US
508-839-5838
crystal@earthworks.rocks

Estimate 1122

DATE
07/17/2017

TOTAL
\$56,147.50

ADDRESS

Town Of Grafton
30 Providence Road
Grafton, Ma 01519

P.O. NUMBER

Cortland Way

ACTIVITY	AMOUNT
Clean Materials From Existing Sidewalk Area, Expose Existing Catch Basin Beneath Piled Material, Place Removed Material In The Driveway On The Property, Supply And Install A Silt Fence In Front Of The Safety Fence Labor Performed By Earthworks Employee	1,520.00
Work Performed With Caterpillar 249D Track Skid loader	480.00
Usage Of Service Truck Inclusive Of Tools, Compactors, Generator, Lasers And Hand Tools, GPS Location System, Trench Box, Etc...	400.00
Driven Safety Fence Rental - Prepaid For 12 Months Inclusive Of Installation And Removal	3,750.00
Linear Feet Of Supply And Install Silt Fence	200.00
Subtotal:	6,350.00
Remove And Dispose Of All Wood Framed Walls, Concrete Foundation, And Concrete Block Retaining Walls. Re Slope Property, Removing Soil Placed On Slopes To Create Terracing And Backfill Behind Walls And Return Grade To Existing Virgin Material Natural Slope. Load Out Material Created By Regrading And Dispose Of Off Site. Load And Haul Loam Material From The Town Of Grafton's Old Westborough Stock Pile And Spread Over Re Graded Slope. Supply And Install Curlex Mats Over The Bottom 30' Of The Slope And Place Rip Rap Swayle Directing Water Towards The Existing Catch Basin Behind The Sidewalk And Hydroseed All Regraded Surfaces Equipment move	500.00
Labor Performed By Earthworks Employee	15,960.00
Hours Work Performed With Komatsu PC290-11 Excavator	8,400.00
Work Performed With Caterpillar D3K Bulldozer	3,000.00
Usage Of Service Truck Inclusive Of Tools, Compactors, Generator, Lasers And Hand Tools, GPS Location System, Trench Box, Etc...	4,000.00
10 Wheel Dump Truck Rental	10,080.00
Tons Of Materials To Dispose Of At Recycling Plant - Wood	1,625.00
Tons Of Materials To Dispose Of At Recycling Plant - Concrete	2,187.50
Curlex Erosion Mat 4' x 100'	960.00
Square Feet Of Hydroseed - Slope Mix	2,500.00
6" Rip Rap Stone	585.00

ACTIVITY

AMOUNT

Subtotal: 49,797.50

We Would Be Able To Mobilize And Begin The Above Scope Of Work Within 2 Weeks Of Executing A Contract And The Overall Duration Of The Scope Of Work Should Be About 2 Weeks Depending On Weather

TOTAL

\$56,147.50

THANK YOU.

Accepted By

Accepted Date

Schedule 1 (c) Library Planning and Building Committee – Discuss timing of borrowing for project

The town is currently number 16 on the grant funding list. Once a contract with MBLC and the town is signed, the grant is disbursed over five fiscal years. The payment milestones for the grant are as follows:

- First 20% - grant contract is signed
- Second 20% - In the next fiscal year, construction documents must be accepted by MBLC
- Third 20% - in the next fiscal year, copies of Ad to bid and bid documents/building permit, etc.
- Fourth 20% - In next fiscal year, Certificate of Occupancy is accepted by MBLC
- Final 20% - in next fiscal year – certification of construction contracts are complete, final report submitted and accepted.

The first thing we will do is obtain an OPM, which we are in the process of doing now. They will determine the cash flow. We will then engage an architect for the schematic design.

Schedule 1(d) Charter Review Committee – Discuss Charter Changes for October Town Meeting

The Charter Review Committee presented changes to the Board of Selectmen in advance of May Town Meeting last Spring. We chose not to move forward with the Charter changes at that point because the warrant for May Town Meeting was too full. We believe that we have rearranged the articles in a way that can be amended easily on the fly in order to avoid contradictions while voting. The draft articles are attached. We broke out each article for ease of reviewing, but we will roll them up into the warrant if this layout makes sense to the Board and the Committee.

ARTICLE 1 – AMEND TOWN CHARTER

To see if the Town will vote to amend the Charter of the Town of Grafton by approving the capitalization of various words throughout the Charter, all as shown on a draft of the Charter dated January 12, 2017, a copy of which is on file in the Office of the Town Clerk, or take any other action relative thereto.

BOARD OF SELECTMEN

DRAFT

30 **ARTICLE 2 – AMEND TOWN CHARTER**

31 To see if the Town will vote to amend the Charter of the Town of Grafton as follows:

32 **SECTION 3-4 SCHOOL COMMITTEE**

33 Amend section 3-4 by deleting Section 3-4 School Committee in its entirety

34 ~~(a) **Composition, term of Office** – There shall be no school committee consisting of five members~~
35 ~~electd for terms of three years each, so arranges that the term of office of nearly an equal number~~
36 ~~of members as is possible shall expire each year.~~

37
38 ~~(b) **Powers and Duties** – The school committee shall have all of the powers and duties school~~
39 ~~committees may have under the constitution and general laws of the commonwealth, and it shall~~
40 ~~have such additional powers and duties as may be authorized by this charter or by by law. The~~
41 ~~powers of the school committee shall include, but are not intended to be limited to the following.~~

42 and adding a new Section 3-4 to read as follows:

43 **SECTION 3-4: SCHOOL COMMITTEE**

44 (a) **Composition, Term of Office** – There shall be a School Committee consisting of five members
45 elected for terms of three years each, so arranged that the term of office of as nearly an equal
46 number of members as is possible shall expire each year.

47
48 (b) **Power and Duties** – The School Committee shall have all of the powers and duties school
49 committees may have under the Constitution and General Laws of the Commonwealth.

50 **BOARD OF SELECTMEN**

63 **ARTICLE 3 – AMEND TOWN CHARTER**

64 To see if the Town will vote to authorize the Board of Selectmen to amend the Charter of the Town of
65 Grafton as follows:

66 **SECTION 3-5: TOWN CLERK**

67 Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-5: **TOWN CLERK** in its entirety

68 ~~(a) **Term of Office** – There shall be a town clerk elected for a term of three years.~~

69
70 ~~(b) **Powers and Duties** – The town clerk shall be the keeper of vital statistics for the town; the custodian~~
71 ~~of the town seal; shall administer the oath of office to all persons, elected or appointed to any town~~
72 ~~office; shall issue such licenses and permits as are required by law to be issued by town clerks; supervise~~
73 ~~and manage the conduct of all elections and all other matters relating to elections be the clerk of the~~
74 ~~town meeting, keep its records and in the absence of the town moderator or deputy town moderator~~
75 ~~to preside pending the election of a temporary town moderator. The town clerk shall have such other~~
76 ~~powers and duties as are given to town clerks by general law, by this charter, by by-law or by other~~
77 ~~vote of the town meeting.~~

78 and adding a new Section 5-7: **TOWN CLERK** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read as
79 follows:

80 **SECTION 5-7: TOWN CLERK**

81 (a) **Term of Office** – There shall be a Town Clerk appointed by the Board of Selectmen for a term of
82 three years. The Town Clerk shall be a person especially fitted by education, training, or previous
83 experience to perform the duties of the office. The Town Clerk must have a working knowledge
84 of Mass. General Laws, be proficient in the State Voter Registration System and State Vitals
85 Registration System, must know the election laws and how to conduct elections legally, and must
86 have the ability to establish and maintain effective and harmonious working relationships with
87 the Town Officials and Departments, State Agencies, and the public.

88
89 (b) **Power and Duties** – The Town Clerk shall be the keeper of vital statistics for the Town; the
90 custodian of the Town seal; shall administer the oath of office to all persons, elected or appointed
91 to any town office; shall issue such licenses and permits as are required by law to be issues by
92 Town Clerks; supervise and manager the conduct of all election sand all other matters relating to
93 elections, be the Clerk of the Town Meeting, keep its records, and in the absence of the Town
94 Moderator or Deputy Town Moderator, to preside pending the election of a temporary Town
95 Moderator. The Town Clerk shall have such other powers and duties as are given to Town Clerks
96 by General Law, by this Charter, by Town By-Law, or by other vote of the Town Meeting.

97
98 And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-5, or to take any
99 other action relative thereto.

100 **BOARD OF SELECTMEN**

ARTICLE 4 – AMEND TOWN CHARTER (to be passed over if Article 3 fails)

To see if the Town will vote to authorize the Board of Selectmen to amend the Charter of the Town of Grafton as follows:

AMEND SECTION 3-1

...by deleting the current Section 3-1(a) **Elective Offices** in its entirety

~~(a) **Elective offices** – The town offices to be filled by ballot of the whole town shall be a board of selectmen, a school committee, a planning board, a board of library trustees, a town moderator, and a town clerk. In addition, members of a housing authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at town elections.~~

and adding a new Section 3-1(a) **Elective Offices** to read as follows:

Elective offices – The Town offices to be filled by ballot of the whole town shall be a Board of Selectmen, a School Committee, a Board of Library Trustees, and a Town Moderator. In addition, members of a Housing Authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at Town election.

And by amending Section 3-1 by deleting Section 3-1(f)(1) **Town Officer** in its entirety

~~(f)(1) **Town Officer** – If there is a failure to elect, or if a vacancy occurs in the office of town clerk, the board of selectmen shall, in writing, appoint some suitable person to serve until the next town election.~~

and renumbering the remaining sections of Section 3-1(f) to reflect this deletion.

Or take any other action relative thereto.

BOARD OF SELECTMEN

134 **ARTICLE 5 – AMEND TOWN CHARTER**

135 To see if the Town will vote to authorize the Board of Selectmen to amend the Charter of the Town of
136 Grafton as follows:

137 Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-6: **PLANNING BOARD** in its entirety

138 ~~(a) **Composition Term of Office** – There shall be a planning board consisting of five members elected~~
139 ~~for terms of three years each, so arranged that the term of office of as nearly an equal number of~~
140 ~~members as is possible shall expire each year.~~

141
142 ~~(b) **Powers and Duties** – The planning board shall make careful studies of the resources, possibilities~~
143 ~~and needs of the town and shall make plans for the development of the town. The board shall have~~
144 ~~the power to make a comprehensive or master plan, setting forth in graphic and textual form~~
145 ~~policies to govern the future growth and development of the town. The board shall have the power~~
146 ~~to regulate the subdivision of land within the town by the adoption of rules and regulations. The~~
147 ~~planning board shall make recommendations to the town meeting on all proposed warrant articles~~
148 ~~which affect land use and development, including but not limited to proposals to amend the zoning~~
149 ~~by-law, and zoning map. The planning board shall make an annual report, giving information~~
150 ~~regarding the condition of the town and any plans or proposals for its development and estimates~~
151 ~~of their costs. The planning board shall have all of the other powers and duties which are given to~~
152 ~~planning boards by general law, by this charter, by by law or by other town meeting vote.~~

153 and adding a new Section 5-8: **PLANNING BOARD** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read
154 as follows:

155 **(a) Composition Term of Office** – There shall be a Planning Board consisting of five members
156 appointed by the Board of Selectmen for terms of three years each, so arranged that the term
157 of office of as nearly an equal number of members as is possible shall expire each year.

158
159 **(b) Powers and Duties** – The Planning Board shall make careful studies of the resources,
160 possibilities and needs of Town and shall make plans for the development of the Town. The
161 Board shall have the power to make a comprehensive or master plan, setting forth in graphic
162 and textual form, policies to govern the future growth and development in the Town. The
163 Board shall have the power to regulate the subdivision of land within the Town by the
164 adoption of rules and regulations. The Planning Board shall make recommendations to the
165 Town Meeting on all proposed warrant articles which affect land use and development,
166 including by not limited to, proposals to amend the Zoning By-Law and Zoning Map. The
167 Planning Board shall make an annual report, giving information regarding the condition of the
168 Town and any plans or proposal for its development and estimates of their costs. The Planning
169 Board shall have all of the other powers and duties which are given to Planning Boards by
170 General Law, by this Charter, or By-Law or by other Town Meeting votes.

171 And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-6, or to take any
172 other action relative thereto.

173 **BOARD OF SELECTMEN**

174 **ARTICLE 6 – AMEND TOWN CHARTER**

175 To see if the Town will vote to amend the Charter of the Town of Grafton as follows:

176 **AMEND SECTION 3-2**

177 ...by deleting Section 3-2(d) **APPOINTMENT** in its entirety

178 ~~**(d) Appointment** – The board of selectmen shall appoint a town administrator, constables, the~~
179 ~~members of the board of appeals, the registrars of voters (but not the town clerk) and other~~
180 ~~election officers, the conservation commission, the industrial development finance authority, other~~
181 ~~members of multiple members bodies the functions of which do not involve direct operating~~
182 ~~responsibilities, but, are primarily policy making or advisory in nature, and individuals who are to~~
183 ~~serve as representatives or delegates of the town to the governing or advisory boards of regional~~
184 ~~or district authorities.~~

185 and adding a new Section 3-2(d) **APPOINTMENT** to read as follows:

186 **APPOINTMENT** – The Board of Selectmen shall appoint a Town Administrator, Town Clerk (**strike**
187 **if Article 3 fails**), the members of the Planning Board (**strike if Article 5 fails**), Constables, the
188 members of the Board of Appeals, the Registrars of Voters and other election officers, the
189 Conservation Commission, the Industrial Development Finance Authority, other members of
190 multiple members bodies, the functions of which do not involve direct operating responsibilities,
191 but are primarily policy making or advisory in nature, and individuals who are to serve as
192 representatives or delegates of the town to the governing or advisory boards of regional or district
193 authorities. See Section 8-5 (a) for a complete list of current Selectmen appointees.

194 Or take any other action relative thereto.

195 **BOARD OF SELECTMEN**

207 **ARTICLE 7 – AMEND TOWN CHARTER**

208 To see if the Town will vote to amend the Charter of the Town of Grafton as follows:

209 **AMEND SECTION 2-3(b) FINANCE COMMITTEE**

210 ...by deleting the current Section 2-3(b) **FINANCE COMMITTEE** in its entirety

211 ~~***(b) Finance Committee**—There shall be a finance committee, the members of which shall be*~~
212 ~~*appointed by the moderator. The number of members, the term of office and any other conditions*~~
213 ~~*of appointment or service as may be deemed necessary or desirable shall be established by by-*~~
214 ~~*law. The subject matter of all proposals to be submitted to a town meeting by warrant articles*~~
215 ~~*shall be referred to the finance committee by the board of selectmen at the earliest practicable*~~
216 ~~*time following their receipt by the board of selectmen. The finance committee shall report its*~~
217 ~~*recommendations on every article contained in a town meeting warrant, in writing, together with*~~
218 ~~*a brief statement of the reasons for each such recommendation. Before preparing its*~~
219 ~~*recommendations the finance committee shall hold one or more public hearings to permit public*~~
220 ~~*discussion of the subject matter of all articles contained in the warrant.*~~

221 and adding a new section 2-3(b) Finance Committee to read as follows:

222 **Finance Committee-** There shall be a Finance Committee, the members of which shall be
223 appointed by the Moderator. The number of members, the term of office, and any other
224 established by by-law. The subject matter of all proposals to be submitted to a Town Meeting
225 by warrant articles shall be referred to the Finance Committee by the Board of Selectmen.
226 The Finance Committee shall report its recommendations on every article contained in a town
227 meeting warrant, in writing, together with a brief statement of the reasons for each such
228 recommendation. Before preparing its recommendations, the Finance Committee shall hold
229 one or more public hearings to permit public discussion of the subject matter of all articles
230 contained in the Warrant.

231
232 1) Amending Section 2 by adding a new Section 2-6 **Town Election** to read as follows:

233 **Town Election** – The Annual Election for the election of Town Officers and for the
234 determination of all other matters to be referred to the voters shall be held in May, or on a
235 date fixed by by-law.

236 and renumbering the remaining sections of Section 2 to reflect the insertion of a new Section 2-6.

237 **BOARD OF SELECTMEN**

244 **ARTICLE 8 – AMEND TOWN CHARTER**

245 To see if the Town will vote to amend the Town Charter as follows:

246 **AMEND SECTION 5-6: BOARD OF SEWER COMMISSIONERS** by deleting the current Section 5-6(a)
247 **Composition, Term of Office**, in its entirety

248 ~~(a) **Composition, Term of Office** – Pursuant to Article 4, Section 4-2 (b) and Article 8, Section 8-5~~
249 ~~(f) (3) of this Charter, the three members of the Board of Sewer Commissioners shall continue~~
250 ~~to be appointed by the Town Administrator for terms of three years each, so arranged that~~
251 ~~the term of office of one member shall expire each year.~~

252 and adding a new Section 5-6(a) **Composition, Term of Office** to read as follows:

253 **Composition, Term of Office** – There shall be a Board of Sewer Commissioners made up of three
254 (3) members appointed by the Town Administrator for terms of three years each, so arranged
255 that the term of office of one member shall expire each year.

256 Or take any other action relative thereto.

257 **BOARD OF SELECTMEN**

ARTICLE 9 – AMEND TOWN CHARTER

To see if the Town will vote to amend the Town Charter as follows:

- 1) By amending Section 7-5: **DEFINITIONS** by adding the words “*and the Town’s website*” to the end of Section 7-5(f) **Local Newspaper**.
- 2) By amending Section 7-9: **Amend Section 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES – Agendas** – by changing the first sentence to read: Agendas of any meeting held by a multiple member body will be posted in accordance with Massachusetts General Law and by changing the second sentence to read: An agenda containing all items which are scheduled to come before the multiple member body at the meeting shall be posted on the town bulletin board.

Or take any other action relative thereto.

BOARD OF SELECTMEN

ARTICLE 10 – AMEND TOWN CHARTER

To see if the Town will vote to amend the Town Charter as follows:

By amending Article 8 – **TRANSITIONAL PROVISIONS** by deleting section 8-5: **Time of Taking Effect** in its entirety:

~~This charter shall take effect upon its adoption by the voters of Grafton, except as is hereinafter provided:~~

~~(a) Forthwith following the election at which this charter is adopted each town agency shall designate some person to represent it at all sessions of the town meeting to be held in this calendar year, in accordance with the provisions of section 2-8.~~

~~(b) Forthwith following the election at which this charter is adopted a screening committee shall be established for the purpose of soliciting, receiving and evaluating applications for the position of town administrator.~~

~~The screening committee shall consist of nine persons who shall be chosen as follows: the board of selectmen, the school committee, the planning board and the board of library trustees shall each designate one person, the finance committee shall designate two persons and three persons shall be chosen by the town moderator. Persons chosen by the said agencies may, but need not, be members of the agency by which they are designated: appointments made by the town moderator shall be made last in time in order that in making appointments the moderator may, insofar as it may be feasible so to do, appoint persons who will broaden the membership base of the committee to be most representative of the demographic and occupational base of the town.~~

~~Not more than thirty days following the election at which the charter is adopted the several persons chosen as aforesaid shall meet to organize and to plan a process to advertise the vacancy and to solicit by other means candidates for the office. The committee shall proceed notwithstanding the failure of any town agency to designate its representatives.~~

~~The screening committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient.~~

~~Not more than one hundred and fifty days following the date on which the committee meets the to organize, the committee shall submit to the board of selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the office of town administrator. The appointment of the first town administrator shall not be considered by the board of selectmen, however, until after the qualification of the two members elected at the special election in September of the year in which the charter is adopted.~~

Within thirty days following the date the list of nominees is submitted to it, the board of selectmen shall choose one of the said nominees to serve as town administrator. In the event the board of selectmen shall fail to make an appointment within the said thirty days the screening committee shall, forthwith, appoint the town administrator.

Upon the appointment of a town administrator the committee established hereunder shall be considered discharged.

Until such time as some other provision is made, by by law for another screening committee a committee as above shall be established whenever the office of town administrator shall become vacant. For such purpose, references in this section to the date of the election at which this charter is adopted shall be understood to mean the date a vacancy, or pending vacancy, in the office of town administrator becomes known.

(c) Until such time as the town meeting may act, by by law, to establish different qualifications for the office, the town administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications, (a) have at least an earned bachelor's level degree from a recognized, accredited college or university, (b) have served full time as the chief administrative officer of a city or town for not less than five years.

(d) Until such time as the salary of the town administrator is otherwise established, and to provide a range within which candidates can be recruited, the salary range for the office is hereby determined to be not less than forty-two thousand five hundred nor more than fifty-three thousand dollars per year.

A special election for the purpose of increasing the number of members of the board of selectmen from three to five shall be held on the third Monday in September in the year in which this charter is adopted. Candidates shall be nominated and the election shall be held for two separate offices: (1) to serve as a member of the board of selectmen for the term of three years, expiring at the town election to be held in the third year following the year in which this charter is adopted and (2) to serve as a member of the board of selectmen for the term of two years, expiring at the town election to be held in the second year following the year in which this charter is adopted.

(e) Until such time as the town meeting may act, by by law, to amend, repeal or revise them, the following provisions shall have the force of town by-laws:

1) Date of Town Meetings—The spring session of the annual town meeting shall be held on the second Monday in May and the fall session of the town meeting shall be held on the third Monday in October.

2) Date of Town Elections—The annual town election for the election of town officers and for the determination of all other matters to be referred to the voters shall be held on the first Monday in May.

381 **3) ~~Town Administrative Organization~~**—Until such time as a different form
382 of organization shall be provided, in accordance with the provisions of article 5
383 of this charter, the following outline of organization shall be operative:

384 ***~~The Board of Selectmen shall appoint:~~***

385 a town administrator to serve for an indefinite term;
386 a board of health to consist of three members appointed for terms of three years
387 each;
388 a conservation commission to consist of nine members appointed for terms of
389 three
390 years each;
391 a board of registrars of voters in the manner provided by general law;
392 a board of appeals to consist of five regular members, appointed for terms of
393 three
394 years each, and two associate members, appointed for terms of three years
395 each;
396 a council on aging, as provided by by law;
397 a development and industrial commission, as provided by by law;
398 a industrial development financing authority in the manner provided by general
399 law;
400 a cable television oversight committee;
401 a cemetery commission;
402 constables;
403 a civil defense director and related civil defense personnel;
404 an arts lottery council;
405 a Grafton Historical Commission;
406 the McNamara Memorial Committee
407 the municipal center renovations committee;

408 a board of trustees of soldier's memorials;
409 a board of trustees of the South Grafton Community House;

410 ***~~The town administrator shall appoint:~~***

411 a director of public works (if any) and all other employees of a department of
412 public
413 works;
414 a police chief and other police officers to serve for indefinite terms;
415 a board of fire engineers, a fire chief, forest wardens and other firefighters, to
416 serve
417 for indefinite terms;
418 a board of assessors to consist of a principal assessor, who shall serve full time
419 and

420 ~~two associate assessors, who shall serve part time; the term of all members shall~~
421 ~~be~~
422 ~~for three years;~~
423 ~~a board of sewer commissioners to consist of three members, appointed for~~
424 ~~terms of~~
425 ~~three years each;~~
426 ~~a town collector/ treasurer to serve for a term of three years;~~
427 ~~a town accountant to serve for the term of three years;~~
428 ~~an inspector of buildings to serve for an indefinite term;~~
429 ~~a wire inspector to serve for an indefinite term;~~
430 ~~an inspector of gas appliances and gas fittings to serve for an indefinite term;~~
431 ~~a plumbing inspector to serve for an indefinite term;~~
432 ~~an animal control officer to serve for an indefinite term;~~
433 ~~a sealer of weights and measures in accordance with the civil service law and~~
434 ~~rules;~~
435 ~~a board of trustees of Nelson Park and Memorial;~~
436 ~~a recreation commission;~~
437 ~~a parking clerk;~~
438 ~~a town counsel;~~
439 ~~a town engineer;~~
440 ~~a town forest committee;~~
441 ~~a traffic safety committee;~~
442 ~~a veteran's services director, veteran's agent, veteran's graves officer and burial~~
443 ~~agent;~~
444 ~~a health agent, animal inspector and other personnel of a department of public~~
445 ~~health.~~

446 ~~(g) All town officers and all members of all boards, commissions and committees who~~
447 ~~have here to before been elected and who will henceforth be appointed under the~~
448 ~~provisions of this charter, shall serve for the balance of the term for which they were~~
449 ~~elected, (subject to their retirement or resignation) but their successors shall be~~
450 ~~appointed.~~

451 ~~The position of executive secretary to the board of selectmen created by vote of the 1982~~
452 ~~annual town meeting under article 33 is hereby abolished. Nothing contained in the~~
453 ~~charter shall be construed as to grant to the incumbent of that office at the time the~~
454 ~~charter is adopted any right or privilege to be retained in the employment of the town. It~~
455 ~~is the specific intention of this provision that such person not automatically be continued~~
456 ~~in office under the designation of town administrator, which office is created by Article 4~~
457 ~~of the charter. There shall be a wide spread search for candidates to be considered for~~
458 ~~appointment to the office of town administrator. The incumbent executive secretary may~~
459 ~~be such a candidate.~~

(i) ~~The provisions of the charter which relate to the establishment of a combined department of public works shall not become effective until the first day of July in the year following the year in which this charter is adopted; provided, however, that no further elections to any offices to be included under the said department shall be held.~~

(j) ~~Forthwith following the election at which this charter is adopted a special committee of seven members shall be appointed by the board of selectmen to revise the by laws of the town in order to fully implement the provisions of this charter. The said committee shall submit a report and recommendations to the town meeting for adoption by a warrant article at a session of the town meeting held not more than one year following the election at which the charter is adopted. At least two members of the said committee shall have been members of the charter commission.~~

(k) ~~The offices of town treasurer and town collector shall be combined into a single office, to be appointed by the town administrator, effective on the first day of July in the year following the year in which this charter is adopted. The terms of office of the persons serving as town treasurer and as town collector shall be terminated upon the appointment of a treasurer-collector. Nothing in this section shall be construed to prevent either of said persons from being a candidate for appointment, or from being appointed to the combined office. If a vacancy shall occur in either office prior to the said July first effective date of the merger it shall be filled, pending such consolidation of the offices, by vote of the board of selectmen if it occurs before the appointment of a town administrator, or, by the town administrator if it occurs after such appointment.~~

(l) ~~Notwithstanding any provision of this charter to the contrary, it is not expected that the first person to serve as town administrator shall forthwith upon appointment begin at once to perform all of the duties and exercise all of the powers, duties and responsibilities assigned by this charter to the office. It is recognized that in the best long-range interest of the town of Grafton, that such assumption must be gradual and on a phased-in basis.~~

(m) ~~The provisions of section 6-2 and section 6-6 of the charter shall not become effective until the year following the year in which the charter is adopted.~~

(n) ~~The following provisions of existing by-laws are hereby amended, repealed or revised, as indicated:~~

ARTICLE 1

~~by deleting section 8A by deleting section 9~~

ARTICLE 2

~~By deleting section 8 and substituting in its place, the following: On substitute motions and proposed amendments involving sums of money, the votes shall be taken in descending order, the largest sum proposed shall be taken up first and voting shall continue until an affirmative vote on a sum is reached. Any lesser amounts proposed not then voted upon shall be deemed to have been defeated.~~

By deleting section 10 and substituting in its place, the following: A motion to reconsider any prior vote shall not be accepted. All votes taken shall be deemed to be final.

By inserting into article 2 a new section 20, as follows:

In all matters not covered by these by-laws the town moderator shall be guided by the rules of parliamentary procedures as applied to Town Meetings in "Town Meeting time, A Practical Handbook of Parliamentary Law".

ARTICLE 3

By inserting in article 3 a new section 3A as follows:

The report of the finance committee shall be printed and copies shall be made available for distribution to every person who shall request a copy thereof at the office of the town clerk, at the public library and at its branches, at the police station and at other places in the town for the convenience of the voters. The reports shall be available at least seven days before the town meeting is to act on any article contained in the warrant for the said town meeting.

ARTICLE 22

By striking out section 1 of said article and substituting in its place, the following:

The town administrator shall be the personnel director of the town of Grafton. The term "personnel Board" or "Board" as used in this by-law shall be construed to mean the town administrator. Provided, however, the town administrator may, from time to time, as said town administrator deems to be necessary, desirable or expedient, appoint a personnel advisory committee of such number of members, to serve for such length of term as said town administrator may deem appropriate, to assist in the performance of the duties and functions related to personnel as are assigned by the Grafton Home Rule Charter.

~~(e) Notwithstanding any provision of this charter to the contrary, during the first calendar year following the appointment of the first town administrator the votes of four members of the board of selectmen shall be necessary to remove said town administrator from office.~~

and replacing it with a Section 8-5, entitled "**Town Administrative Organization**" to read as follows:

Section 8-5: Town Administrative Organization

(a) The Board of Selectmen shall appoint:

- A Town Administrator to serve for an indefinite term;
- **A Town Clerk for a term of three years; (delete if Article 3 fails)**
- **A Planning Board to consist of five members appointed for terms of three years each; (delete if Article 5 fails)**
- A Board of Health to consist of five members appointed for terms of three years each;

- 534 • A Conservation Commission to consist of five members appointed for terms of three
- 535 years each;
- 536 • A Board of Registrars of voters in the manner provided by general law;
- 537 • A Board of Appeals to consist of five regular members, appointed for terms of three
- 538 years each, and two associate members, appointed for terms of three years each;
- 539 • A Council on Aging, as provided by By-Law;
- 540 • A Development and Industrial Commission as provided by By-Law;
- 541 • A Industrial Development Financing Authority in the manner provided by general law;
- 542 • A Cable Television Oversight Committee;
- 543 • A Cemetery Commission;
- 544 • Constables;
- 545 • An Emergency Management Director and related Emergency Management
- 546 Personnel;
- 547 • An Arts Lottery Council;
- 548 • A Grafton Historical Commission;
- 549 • The McNamara Memorial Committee;
- 550 • The Municipal Center Renovations Committee;
- 551 • A Board of Trustees of Soldier's Memorials;
- 552

553 ***(b) The Town Administrator shall appoint:***

- 554 • A Director of Public Works (if any) and all other employees of a Department of Public
- 555 Works;
- 556 • A Police Chief and other police officers to serve for indefinite terms;
- 557 • A Board of Fire Engineers, Fire Chief, forest wardens and other firefighters, to serve
- 558 for indefinite terms;
- 559 • A Board of Assessors to consist of a Principal Assessor, who shall serve full time and
- 560 two associate assessors, who shall serve part time; the term of all members shall be
- 561 for three years;
- 562 • A Board of Sewer Commissioners to consist of three members, appointed for terms
- 563 of three years each;
- 564 • A Town Collector/Treasurer to serve for a term of three years;
- 565 • A Town Accountant to serve for the term of three years;
- 566 • An Inspector of Buildings to serve for an indefinite term;
- 567 • A Wire Inspector to serve for an indefinite term;
- 568 • An Inspector of Gas Appliances and Gas Fittings to serve for an indefinite term;
- 569 • An Animal Control Officer to serve for an indefinite term;
- 570 • A Sealer of Weights and Measures in accordance with the civil service laws and rules;
- 571 • A Recreation Commission;
- 572 • A Parking Clerk;
- 573 • A Town Counsel;
- 574 • A Town Engineer;
- 575 • A Traffic Safety Committee;

- A Veteran's Services Director, Veteran's Agent, Veteran's Graves Officer and Burial Agent;
- A Health Agent, and other personnel of a Department of Public Health

(c) All town officers and all members of all boards, commissions and committees who have here to before been elected and who will henceforth be appointed under the provisions of this charter, shall serve for the balance of the term for which they were elected, (subject to their retirement or resignation) but their successors shall be appointed.

Or take any other action relative thereto.

BOARD OF SELECTMEN

608 **ARTICLE 11 – AMEND TOWN CHARTER**

609 To see if the Town will vote to amend the Town Charter as follows:

610 **AMEND ARTICLE 4 – TOWN ADMINISTRATOR**, by deleting the first sentence of Section 4-1:
611 **APPOINTMENT; QUALIFICATION; TERM** in its entirety

612 ~~The board of selectmen shall appoint a town administrator from a list prepared by a screening committee~~
613 ~~established by by-law.~~ The board of selectmen shall appoint the town administrator to serve for an
614 indefinite term and shall fix the compensation for such person, annually, within the amount appropriated
615 by the town. The town administrator shall be appointed solely on the basis of demonstrated executive and
616 administrative qualifications. The town administrator shall be a person especially fitted by education,
617 training and previous experience in public administration to perform the duties of the office. A town
618 administrator need not to be a resident of the town or of the commonwealth at the time of appointment,
619 or at any time during the period of such service. The town administrator shall not have served in an elective
620 office in the town government for at least twelve months prior to appointment. The town may from time
621 to time establish, by by-law, such additional qualifications as seem necessary and appropriate.

622 The town administrator shall devote full time to the office and shall not hold any other public office,
623 elective or appointive, nor engage in any other business or occupation during such service, unless such
624 action is approved in advance and in writing by the board of selectmen.

625 The board of selectmen shall provide for an annual review of the job performance of the town
626 administrator which shall, at least in summary form be a public record.

627 Any vacancy in the office of the town administrator shall be filled as soon as possible by the board of
628 selectmen, and meanwhile they shall appoint a qualified town administrative officer or employee to serve
629 as temporary town administrator to perform the duties of the office. Such temporary appointment may
630 not exceed three (3) months but one renewal may be voted by the board of selectmen not to exceed a
631 second three (3) months. Compensation for such person shall be set by the board of selectmen.

632
633 and adding a new first sentence to Section 4-1: **APPOINTMENT; QUALIFICATION; TERM** to read as follows:

634 The Board of Selectmen shall appoint a Town Administrator from a list prepared by a Screening
635 Committee outlined in Section 4-6.

636 Amending Article 4 – **TOWN ADMINISTRATOR**, by adding a Section 4-6: **SCREENING COMMITTEE** to read
637 as follows:

638 The Screening Committee shall consist of nine persons who shall be chosen as follows: The Board
639 of Selectmen, The School Committee, the Planning Board, and the Board of Library Trustees shall
640 each designate one person, the Finance Committee shall designate two persons and three
641 persons shall be chosen by the Town Moderator.

642 Persons chosen by the said agencies may, but need not, be members of the agency by which they
643 are designated: appointments made by the Town Moderator shall be made after each agency has
644 designated an appointee. The Moderator shall consider appointing persons who will broaden the

membership based of the committee to be most representative of the demographic and occupational base of the town.

The Screening Committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient. Not more than one hundred and fifty days following the date on which the Committee meets to organize, the Committee shall submit to the Board of Selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the Office of Town Administrator.

Within forty-five days following the date of the list of nominees is submitted to it, the Board of Selectmen shall choose one of the said nominees to serve as Town Administrator. In the event the Board of Selectmen shall fail to make an appointment within the said forty-five days, the Screening Committee shall, forthwith, appoint the Town Administrator. Upon the appointment of a Town Administrator, the Committee established hereunder shall be considered discharged.

The Town Administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications; a Master's Degree in Public Administrator, or related field from an accredited college or university (preferred) and any combination of education and experience with 2-5 years demonstrated progressive responsibilities in Municipal Government.

Or take any other action relative thereto.

BOARD OF SELECTMEN

July 19, 2017

Mr. Bruce Spinney, Chairman
Board of Selectmen
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Mr. Spinney and Members of the Board:

Please accept this letter as my formal resignation from the Mill Villages Advisory Committee. It has been a pleasure to serve on this Committee for a number of years.

Thank you.

A handwritten signature in blue ink, appearing to read "Ann V. Morgan", with a long horizontal flourish extending to the right.

Ann V. Morgan
2 Bruce Street
Grafton, MA 01519

via email
cc: Kandy Lavalley, Interim Town Clerk

Appointments – Town Administrator – Nancy D’Auteuil – Part-Time Public Safety Dispatcher, Michael Rybak – Special Officer, James Barth – Special Officer – All effective August 1.

These appointments come at the request of the Chief of Police. Both Michael Rybak and James Barth are retired officers with the department but would like the ability to do details. In order to do that, they need to be appointed as Special Officers. The Chief recommends their appointment.

Nancy has been training with the Police Department and has obtained all requisite qualifications for public safety dispatcher.



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519

Telephone: (508) 839-8517 • Fax: (508) 839-8562

Normand A. Crepeau, Jr.
Chief of Police

DATE: July 25, 2017

TO: Timothy P. McInerney - Town Administrator

SUBJECT: Recommendation for Part-Time Public Safety Dispatcher

As you are aware, the Grafton Police Department has been recruiting for qualified individuals to supplement the pool of part-time public safety dispatchers.

Nancy D'Auteuil has been training with the Grafton Police Department on her own time in the hope of becoming a part-time dispatcher. Nancy has obtained all requisite qualifications for public safety dispatcher including PowerPhone Emergency Medical Dispatch, E-911 Vesta Pallas/Next Generation 911 training, APCO Public Safety Telecommunicator 1 and CPR certifications. Nancy is also a former Grafton Police Officer serving from 1986 to 1996.

Based on reviews from dispatchers and officers who have worked with Nancy while she was training, I recommend that Nancy C. D'Auteuil of Sutton, MA be appointed as a part-time public safety dispatcher for the Grafton Police Department.

If you have any questions or require further information, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Normand A. Crepeau, Jr.", written in dark ink.

Normand A. Crepeau, Jr.
Chief of Police

Attachments

New Business 4 (a) Vote for Chair to sign – Chapter 90 Reimbursements

The Town is requesting that the Board vote for the Chair to sign Chapter 90 reimbursements for 2 projects that were completed last year. The first is the right of way layout for Worcester Street. We spend \$9,600 with VHB to design that corridor. We are requesting reimbursement from the state for that project that was previously approved by Chapter 90. The second request is for the engineering of Adams and Institute Road. VHB completed this engineering work and the reimbursement request is for \$67,453.21.

Motion: I move that we vote to allow the Chair to sign the Chapter 90 reimbursement requests for the engineering of Adams and Institute Road and the design for the Worcester Street corridor.



CHAPTER 90 – REIMBURSEMENT REQUEST

updated 10/2012

City/Town: Grafton Project: Engineering-Adams Road and Institute Road

Project request was approved on 2/25/16 for \$ 100,000.00

at 100% Reimbursement Rate = \$ 100,000.00.

1) Attached are forms which document payment of approved expenditures totaling \$67,453.21
for which we are requesting \$67,453.21 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$67,453.21.

3) Is this request for a FINAL payment on this project? ☐ Yes ☒ No

4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Brian Segura
(Signed)

Engineer
(Municipal Highway Official Title)

7/28/17
(Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by Amita Patel Signed: _____

Town Accountant
(Accounting Officer's Title)

(Duly Authorized)

DATE 7-28-17



CHAPTER 90 - MATERIALS - HED 454 FORM

City/Town of Grafton

MATERIALS for period beginning 3/1/2016 and ending 30-Jun-17
 both inclusive, on account of Contract No 58013 with MassDOT Highway Division,
 under Section 34, Clause 2(a). of Chapter 90 of the General Laws.

VENDOR NAME	ITEM	QTY.	UNIT	UNIT PRICE	AMOUNTS	CHECK #	REMARKS
				\$	\$		
VHB	Engineering	1	1	\$ 5,476.7700	\$ 5,476.7700	194394	
VHB	Engineering	1	1	\$ 1,778.7800	\$ 1,778.7800	194394	
VHB	Engineering	1	1	\$ 2,949.0300	\$ 2,949.0300	195688	
VHB	Engineering	1	1	\$ 3,604.3700	\$ 3,604.3700	195688	
VHB	Engineering	1	1	\$ 983.0100	\$ 983.0100	198181	
VHB	Engineering	1	1	\$ 1,404.3000	\$ 1,404.3000	198901	
VHB	Engineering	1	1	\$ 11,702.5000	\$ 11,702.5000	199712	
VHB	Engineering	1	1	\$ 655.3400	\$ 655.3400	200875	
VHB	Engineering	1	1	\$ 6,178.9200	\$ 6,178.9200	202929	
VHB	Engineering	1	1	\$ 842.5800	\$ 842.5800	202929	
VHB	Engineering	1	1	\$ 1,404.3000	\$ 1,404.3000	202929	
VHB	Engineering	1	1	\$ 11,281.2100	\$ 11,281.2100	204075	
VHB	Engineering	1	1	\$ 374.4800	\$ 374.4800	190388	
VHB	Engineering	1	1	\$ 18,021.8500	\$ 18,021.8500	192086	
VHB	Engineering	1	1	\$ 795.7700	\$ 795.7700	192834	
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
TOTAL					\$ 67,453.2100		

"To the best of my knowledge the purchases of materials or services appearing
 on this sheet are not in conflict with Chapter 779 of the Acts of 1962.
 Signed under the penalty of perjury."

Brian Segura 7/28/17
 Supervisor / Foreman Date

Omida Patel 7-28-
 Town Accounting Approval Date

Submit this Form to District Highway Director



CHAPTER 90 - FINAL REPORT

updated 8/2012

City/Town Grafton Project Engineering-Conceptual Plans
Location(s) Worcester Street
Length Feet Width Feet
Work was Started 3 / 1 / 16 and Completed 1 / 31 / 17
Work was Suspended / / and Resumed / /
Done by: Force Account Advertised Contract Other On-call Eng.

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$9,600.00
	Municipal Funds	\$4,800.00
	Other Funds	\$
	TOTAL PROJECT EXPENDITURES	\$14,400.00

SCOPE OF WORK:

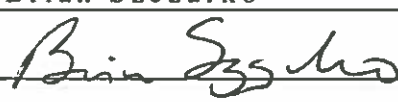

Conceptual plans for improving the Worcester Street corridor between Snow Road and Carroll Avenue

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY	
Brian Szczurko	
	
Engineer	7/28/17
Highway Officer's Title	Date
	7/28/17
Accounting Officer's Title	Date

Signed:	
Bruce Spinney, Chairman	
Grafton Board of Selectmen	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



CHAPTER 90 – REIMBURSEMENT REQUEST

updated 8/2012

City/Town: Grafton Project: Engineering-Conceptual Plans

Project request was approved on 1/28/16 for \$ 14,400.00

at 100% Reimbursement Rate = \$ 14,400.00.

1) Attached are forms which document payment of approved expenditures totaling \$9,600.00
for which we are requesting \$9,600.00 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$9,600.00.

3) Is this request for a FINAL payment on this project? ☒ Yes ☐ No

4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Brian Szeghe Engineer 7/28/16
(Signed) (Municipal Highway Official Title) (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by Anta Paul Signed: _____

Town Accountant _____
(Accounting Officer's Title)

(Duly Authorized)

DATE 7-28-17

New Business (b) Vote to sign – Contract with Hi-Way Safety Systems, Inc. for Traffic Pavement Markings

The Town went out to bid for these services in June. Hi-Way Safety Systems was the only bidder. Their bid was for \$.0395 for Centerline and \$.0394 for sideline. This is up from FY16 (\$.0389) and FY17 (\$.0365). We are recommending that the Board sign this contract, this has been budgeted for in the FY18 Highway budget. Motion for the Board to sign the contract with Hi-Way Safety Systems for traffic pavement markings for fiscal year 2018 as presented.

TOWN OF GRAFTON

DATE: JULY 1, 2017

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Hi-Way Safety Systems, Inc.
9 Rockview Way
Rockland, Ma 02370

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to furnish and supply to provide Traffic Pavement Markings as outlined in the Specifications.

2. The Contract price to be paid to the Contractor by the Town is as follows:

4" Centerline \$0.0395 per linear foot

4" Sideline \$0.0394 per linear foot

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable

control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any

other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor

or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the

Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Chairman, Board of Selectmen

The Contractor by:

Signature

6.26.17

Date

Kathy DeLong, President

Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

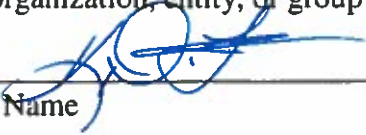
Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:


Print Name

Kathy DeLong, President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

KATHY DELONG, authorized signatory for
name of signatory

HIWAY SAFETY SYSTEMS INC., whose
name of contractor

principal place of business is at 9 ROCKVIEW WAY ROCKLAND MA

does hereby certify under the pains and penalties of perjury
that HIWAY SAFETY SYSTEMS, INC. has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature

6-26-17
Date

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate
(showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by:


Signature

Kathy DeLong, President

Name, Title



**HI-WAY
SAFETY
SYSTEMS, INC.**

www.hiwayss.com

9 Rockview Way
Rockland, MA 02370

P: (781) 982-9229
F: (781) 982-9226

July 5, 2017

visit us at www.hiwayss.com

Dave Crouse
Town of Grafton
30 Providence Road
Grafton, MA 01519

Contract Award: Traffic Pavement Markings

Dear Dave:

Thank you for awarding *Hi-Way Safety Systems, Inc.* the contract for the above referenced project. We look forward to providing you with quality products and services. Please visit our website to see all our additional services at www.hiwayss.com.

Please note that we offer a
*******48-hour Guarantee*******
on all Construction Signage

Enclosed you will find the fully executed Contract, with all the required paperwork. I have attached a List of Contacts for our Company to better assist you and your department with contacting us.

Please provide us with a copy of the prevailing wage sheets for the areas that we will be working in order for us to submit the WH-347 Weekly Certified Payroll Forms.

In addition please provide the following items prior to starting work:

- Tax Exempt Certificate (if applicable)
- Plans for Project (Including Sign Summary Sheet, if applicable)
- Tentative Schedule for HSS Portion of Work
- Name and Contact information for Project Manager
- Name and Contact information for Resident Engineer

******In order to get on the schedule, please call our Scheduling Department @ 781-982-9229****.**

Prior to scheduling any work on the above referenced project a full set of plans will be required for the pavement markings and the sign summary sheet in order for us to be fully prepared for the installation of our work.

If you need further information or require additional documents please do not hesitate to contact Lynne Murphy at lmurphy@hiwayss.com. Thank you again and I look forward to working with you.

Very truly yours,

Kathy DeLong
President

HIWAY SAFETY SYSTEMS, INC.
2017 LIST OF CONTACTS

SCHEDULING: Scheduler 1 <ul style="list-style-type: none"> • Paint Pavement Markings <ul style="list-style-type: none"> ➢ Truckmount Paint (<i>Centerline & Edgeline</i>) ➢ Hand Crews Paint(<i>Crosswalks, Detail work on Pavement, Parking Lot, etc</i>) • Traffic Control • Sweeping 	April Hunt Master Scheduler	Tel: (781) 982-9229 Cell: (781) 635-5432 ahunt@hiwayss.com
SCHEDULING: Scheduler 2 <ul style="list-style-type: none"> • Thermoplastic Pavement Markings • Epoxy Pavement Markings • Poly Urea Pavement Markings • Sign Manufacturing & Installation • Removal of Pavement Markings • Slotted Markers • Deliveries of Rental/Sales Items (<i>Message Boards, Arrowboards, TMA, Drums, Type III Barricades, etc</i>) 	Eric Haughn Master Scheduler/ Project Management	Tel: (781) 982-9229 Cell: (781) 635-9751 ehaughn@hiwayss.com
PROJECT MANAGER <ul style="list-style-type: none"> • Municipalities • General Contractors 	Katy Hallam	Tel: (781) 982-9229 khallam@hiwayss.com
PROJECT SUPERINTENDENT QUALITY CONTROL 24 HOUR EMERGENCY CONTACTS	Chris Willett Steve Robbins	Cell: (781) 635-4943 cwillett@hiwayss.com Cell: (781) 635-4849 srobbins@hiwayss.com
SALES <ul style="list-style-type: none"> • Municipalities • General Contractors 	Paul Flynn Ron Beaudoin	Cell: (781) 733-7438 pflynn@hiwayss.com Cell: (781) 733-5961 rbeaudoin@hiwayss.com
CONTRACT ADMINISTRATION <ul style="list-style-type: none"> • Bids - General Contractors 	Lynne Murphy	Tel: (781) 982-9229 lmurphy@hiwayss.com
BID ADMINISTRATOR <ul style="list-style-type: none"> • Municipalities 	Stephanie O'Leary	Tel: (781) 982-9229 bids@hiwayss.com
ACCOUNTING DEPARTMENT	Kathy DeLong Kathleen McGann	Tel: (781) 982-9229 kathy@hiwayss.com Tel: (781) 982-9229 kmcgann@hiwayss.com
PAYROLL DEPARTMENT	Cindy Hunnewell Kathleen McGann	Tel: (508) 588-6873 cduquette@hiwayss.com Tel: (781) 982-9229 kmcgann@hiwayss.com
SHOP MANAGER	Mark Savage	Tel: (781) 789-5148 shop@hiwayss.com
SIGN DEPARTMENT		hiwaysigns@hiwayss.com



HIWAY-2

QP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WM. F. Borhek Insurance Agency 311 Plymouth Street Haltfax, MA 02338 Scott C Casagrande		781-293-6331		CONTACT NAME: Scott C Casagrande	
				PHONE (A/C, No, Ext): 781-293-6331	FAX (A/C, No): 781-293-2171
				E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE					
				NAIC #	
INSURER A: Charter Oak Fire Ins.Co.				25615	
INSURER B: Travelers Indemnity Company				25658	
INSURER C: Travelers Property Casualty Co				25674	
INSURER D: American Zurich Insurance Co.				40142	
INSURER E:					
INSURER F:					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER			CO-5G489458 CONTRACTUAL LIABILITY PER CG0001 10/01	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ded. \$ 1,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-5G203934	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP-6G668759	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7H850286	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Grafton Ma - Traffic Pavement Markings.
Certificate holder is additional insured on general liability coverage when required by written contract.

CERTIFICATE HOLDER

TOWNGRA

Town of Grafton
30 Providence Road
Grafton, MA 01519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott C Casagrande

227872

Bond No. PB00181800406

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:*(Name, legal status and address)*

Hi-Way Safety Systems, Inc.
9 Rockview Way,
Rockland, MA 02370

SURETY:*(Name, legal status and principal place of business)*

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004

Mailing Address for Notices

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

Town of Grafton
30 Providence Road,
Grafton, MA 01519

CONSTRUCTION CONTRACT

Date: 6/9/2017

Amount: Fifteen Thousand Seven Hundred Eighty-five And No/100THS DOLLARS, (\$15,785.00)

Description:

(Name and location)

Grafton MA - 2017 Traffic Pavement Markings

BOND

Date: 6/26/2017

(Not earlier than Construction Contract Date)

Amount: Fifteen Thousand Seven Hundred Eighty-five And No/100THS DOLLARS, (\$15,785.00)

Modifications to this Bond:

☒ None☐ See Section 18**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)*

Hi-Way Safety Systems, Inc.

SURETYCompany: *(Corporate Seal)*

Philadelphia Indemnity Insurance Company

Signature:

Name
and Title:

Kathy DeLong, President

Signature:

Name
and Title:

George G. Powers, Attorney-In-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

The Driscoll Agency
93 Longwater Circle, Norwell, MA 02061
781.681.6656

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Dennis W. Driscoll; John C. Driscoll; George G. Powers; Martin L. Donovan; Claire A. Cavanaugh; Timothy P. Lyons** OF THE TOWN OF NORWELL, STATE OF MASSACHUSETTS, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

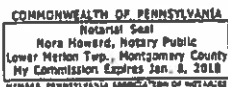
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24 day of June, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

New Business (c) – Farm-Winery License for Agronomy Farm Vineyard for the Grafton Farmers Market

This is a license for the above distributor to sell wine on Wednesdays at the Grafton Farmers Market. They have already received their license from the state, and have all of the required insurance limits and they have already applied with the Grafton Farmers Market to be included in the vendor setup. Their license is from August 9 – October 11 from 2pm-6pm.

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

MATTHEW A. BEATON
Secretary

JOHN LEBEAUX
Commissioner

July 25, 2017

Marissa O'Connor
Agronomy Farm Vineyard
338 Ware Corner Rd.
Oakham, MA 01068

Re: Certification of Agricultural Event Pursuant to M.G.L. c. 138, Section 15F

Dear Ms. O'Connor

Please be advised that your application for certification of the Grafton Farmers' Market, on Wednesdays from August 9th 2017 to October 11th 2017 from 2:00 pm to 6:00 pm as an agricultural event pursuant to M.G.L. c. 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Sincerely,

John Lebeaux, Commissioner

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Application for Certification of an Agricultural Event for the Sale of Wine

Pursuant to M.G.L. c. 138, Section 15F

*To be completed by the licensed farm-winery and returned to:

By Mail: Agricultural Event Certification Program, 251 Causeway Street, Suite 500, Boston, MA 02114

By Email: Rebecca.Davidson@State.ma.us with the subject line "Agricultural Event Certification"

(A separate application must be completed for each event)

In order for your application to be considered complete, you must include the following documents. Incomplete applications will not be accepted.

- ☒ Signed and dated application with farm-winery license number
- ☒ List of vendors with brief descriptions of products for current year/season
- ☒ Event operational guidelines or rules for current year/season
- ☒ Resume of event manager or description of experience
- ☒ Plan depicting the premises and specific location where the license will be exercised. See Template 1.
- ☒ Approval letter from event management including the name of the licensed farm-winery and the day(s), month and year of event. See Template 2.

1. Applicant Information

Name of Licensed Farm-Winery	Agronomy Farm Vineyard				
Farm-Winery License Number	FW-LIC-00125	State of Issue	MA		
Contact Person	MARISSA O'CONNOR				
Address	338 WARE CORNER RD				
City	OAKHAM	State	MA	Zip	01068
Phone Number	978 618 2668	Email	agronomyfarmvineyard@gmail.com		
Correspondence preference	<input type="checkbox"/> Regular Mail		<input checked="" type="checkbox"/> Email		
Note: Approval/denial letters will be sent regular mail.					
Do you intend to sell, sample, or both? Check all that apply.					
<input checked="" type="checkbox"/> Sell		<input checked="" type="checkbox"/> Sample			

2. Event Information

Name of Agricultural Event	GRAFTON FARMERS MARKET				
Type of Event	<input type="checkbox"/> Agricultural Fair (as defined by MDAR policy)	<input checked="" type="checkbox"/> Farmers Market (as defined by MDAR policy)	<input type="checkbox"/> Other Agricultural Event		
If you selected "Other Agricultural Event", how does this event promote local agriculture?					
Event Address	Grafton Common				
City	GRAFTON	State	MA	Zip	
Event Phone Number	617-838-9561	Event Website			

3. Event Description

What are the date(s) and time(s) of the event?

Start date 8 / 9 / 17 End date 10 / 11 / 17 Time 2-6pm
Month Day Year Month Day Year

If this is a weekly event, on what day of the week does the event occur? Wednesdays

If the event is an agricultural fair, does the event include competitive agriculture?

☐ Yes

☐ No

☒ N/A

Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?

☐ Yes

☒ No

If yes, identify:

4. Event Management

Name of Event Manager Elizabeth Clements, Paul Grady, Penny Johnson, Zack Konzee

Email Address farmersmarketgraffon@gmail.com

Phone Number

Is this person the on-site manager?

☒ Yes

☐ No

If no, identify on-site manager (include contact information):

NA

If there are multiple managers, list them and include contact information:

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s):

Relevant credentials include, but are not limited to, experience as a market manager, attendance at any market manager workshops, and experience with other agricultural events.

Penny Johnson - see attached.

5. General

Attach or provide in the space below a plan depicting the premises and the specific location where the license will be exercised. See template for necessary elements to include.

<u>Miriam O'Connor</u> Signature of Applicant	<u>7/11/17</u> Date
<u>MARISSA O'CONNOR</u> Name (please print)	<u>CO-OWNER</u> Title (please print)
<u>FW-WC-00125</u> Farm-Winery License Number	<u>MA</u> State

FOR DEPARTMENT USE ONLY**APPROVAL**

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. c.138, Sec. 13E.

[Signature]
Signature

7/25/2017
Date

DENIAL

The event listed above is not approved as an agricultural event by the Massachusetts Department of Agricultural Resources for the following reason(s):

Signature

Date



Marissa and Corey O'Connor <agronomyfarmvineyard@gmail.com>

Fwd: Welcome to the Grafton Farmers Market!

1 message

Grafton Farmers Market <farmersmarketgrafton@gmail.com>
To: Grafton Farmers Market <farmersmarketgrafton@gmail.com>
Bcc: agronomyfarmvineyard@gmail.com

Fri, Jun 30, 2017 at 12:20 PM

----- Forwarded message -----

From: Grafton Farmers Market <farmersmarketgrafton@gmail.com>
Date: Tue, Mar 21, 2017 at 3:17 PM
Subject: Welcome to the Grafton Farmers Market!
To: Grafton Farmers Market <farmersmarketgrafton@gmail.com>

Thank you for your interest in the Grafton Farmers Market. We are pleased to inform you that your application for the 2017 season has been accepted!

Please review the information below:

- The market will be held on Wednesdays, 2-6 PM, June 28th, 2017 through October 11th, 2017 on the Grafton Common.
- The full season fee is \$200, the biweekly fee is \$150 and the per market fee is \$20 per day.
- Please complete our attendance and insurance coverage form to let us know which markets you will be attending and to verify your insurance by [clicking here](#).
- Vendors who will be attending either the entire season or biweekly should send a \$100 deposit by June 1, 2017. Checks should be made payable to Grafton Recreation Department and mailed to Grafton Farmers Market, c/o Grafton Recreation Department, 30 Providence Road, Grafton, MA 01519. The balance will be due on opening day. Weekly vendor fees are \$20 and will be collected onsite on market days.
- If you are working with prepared foods, you must apply with the Grafton Board of Health. The Board of Health fee is \$25 per season or \$5 per market. Board of Health applications can be completed and fees can be paid at the Grafton Board of Health at the Grafton Town Offices, 30 Providence Road, Grafton, MA.
- If you have not already done so, please review the complete Grafton Farmers Market policies by [clicking here](#).

Please feel free to contact us with any questions or concerns and welcome to the Grafton Farmers Market!

Sincerely,
The Grafton Farmers Market Committee
Elizabeth Clements
Paul Grady
Penny Johnson
Zach Kerzee
—
Grafton Farmers Market

2017 Vendors:

- ✓ Potter Hill Farm
Simple Church Bread
- ✓ Couet Farm and Fromagerie
- ✓ Long Field Flower Farm
- ✓ Angel Hair Alpacas
Domesticated Wild Child
Giacomo's Gourmet Granola
- ✓ First Leaves Family Farm LLC
Pop on the Block
Anna Banana's Homemade Goodness
Zen Bear Foods LLC
Aaronap Cellars
- ✓ Rhapsody Hill Farm

- ✓ Spring Ridge Farm LLC
Cake Shop Cafe
- ✓ Grass Roots Farm
la maison a gateaux
Studio Eighty Seven
Revelry Coffee Co
- ✓ Foppema's Farm
Quite Fetching, LLC
- ✓ Sap Castle at Overlook Farm
All Purpose Bakery
Emily Vogel
Together We Create
- ✓ Many Feet Farm

11 / 26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cedar Risk Management & Insurance Services Inc 349 State Hwy 31 Ste 201 Flemington, NJ 08822	CONTACT NAME: Debbie Jackle	
	PHONE (A/C, No, Ext): (908)237-1800 FAX (A/C, No): (908)788-2054	
INSURED Agronomy Farm Vineyard, LLC 338 Ware Corner Oakham, MA 01058	E-MAIL ADDRESS: djackle@cedarrisk.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		


COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	PAC1743219	01/03/2017	01/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Grafton Farmers Market is listed as Additional Insured with regard to General Liability Insurance as required by written contract.

CERTIFICATE HOLDER Grafton Farmers Market 28 Grafton Common Grafton, MA 01519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (DAJ)
---	--

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Grafton Farmers Market

Inbox



Grafton Farmers Market

x

Jul 10 (9
days ago)

to bcc: me

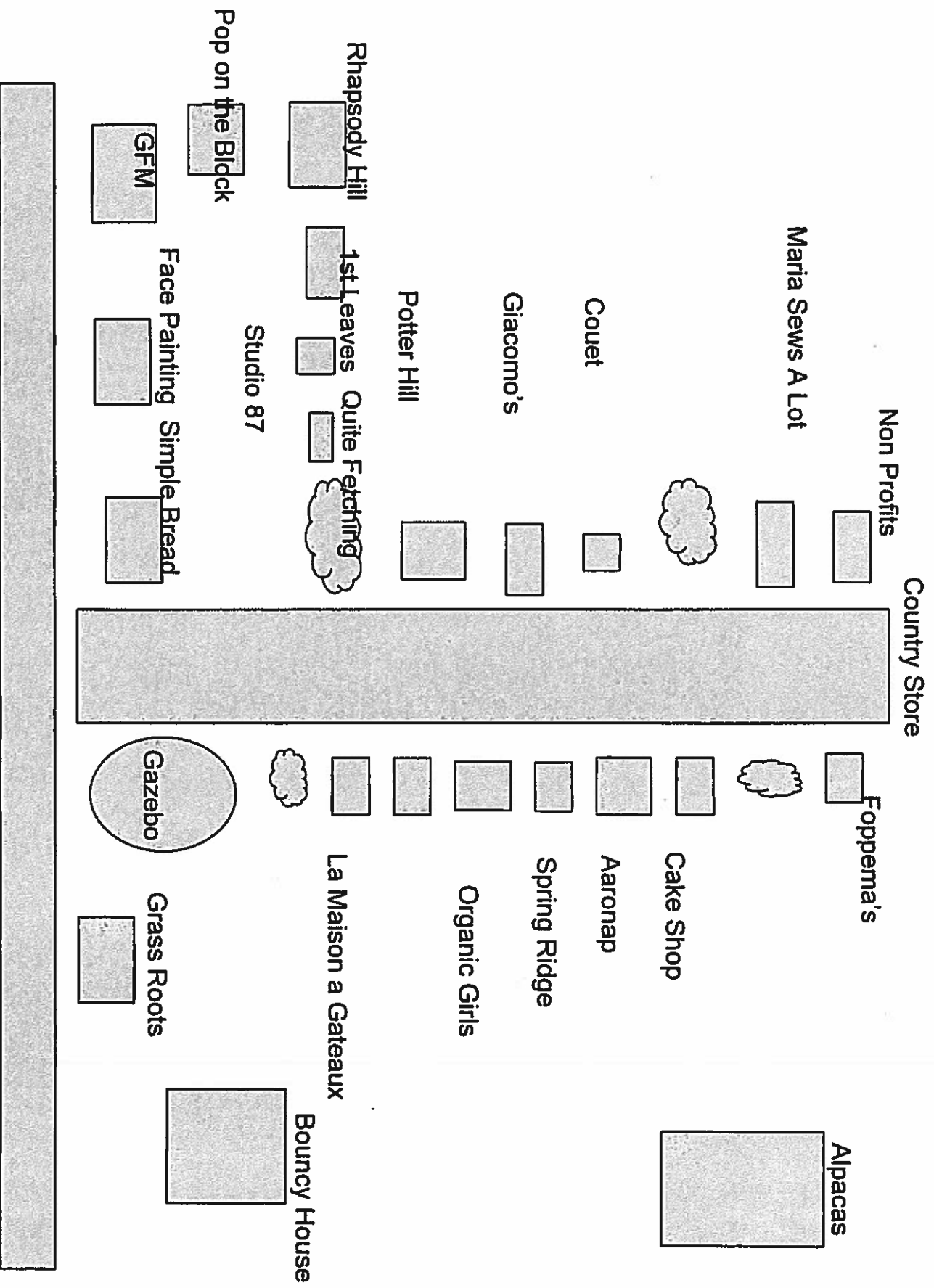
Thank you for your interest in the Grafton Farmers Market. We are pleased to inform you that your application for the 2017 season has been accepted!

Please review the information below:

- The market will be held on Wednesdays, 2-6 PM, June 28th, 2017 through October 11th, 2017 on the Grafton Common.
- The full season fee is \$200, the biweekly fee is \$150 and the per market fee is \$20 per day.
- Please complete our attendance and insurance coverage form to let us know which markets you will be attending and to verify your insurance by [clicking here](#).
- Vendors who will be attending either the entire season or biweekly should send a \$100 deposit by June 1, 2017. Checks should be made payable to Grafton Recreation Department and mailed to Grafton Farmers Market, c/o Grafton Recreation Department, 30 Providence Road, Grafton, MA 01519. The balance will be due on opening day. Weekly vendor fees are \$20 and will be collected onsite on market days.
- If you are working with prepared foods, you must apply with the Grafton Board of Health. The Board of Health fee is \$25 per season or \$5 per market. Board of Health applications can be completed and fees can be paid at the Grafton Board of Health at the Grafton Town Offices, 30 Providence Road, Grafton, MA.
- If you have not already done so, please review the complete Grafton Farmers Market policies by [clicking here](#).

Please feel free to contact us with any questions or concerns and welcome to the Grafton Farmers Market!

Sincerely,
The Grafton Farmers Market Committee
Elizabeth Clements
Paul Grady
Penny Johnson
Zach Kerzee



Market Manager Resume:

This is Penny Johnson's second year as Market Manager for the Grafton Farmers Market. She handles all on site logistics for this 20+ vendor weekly market. Penny also manages the Grafton Farmers Market resale table which features hard to find local products. Penny is also a member of the Grafton Farmers Market Committee which is the governing/organizational body of the market. Penny also coordinates the Black Seed Farmers Market in Worcester.

New Business (d) Vote to approve – One Day Beer and Wine License for Tina and Marc Theroux through Bushel n’ Peck for the Thank You Reception on August 3, 2017

This application is for a one-day beer and wine license for the thank you reception being hosted by the new dental office at 103 Worcester Street. Bushel n’ Peck will be serving the alcohol, and the server is TIPS trained and certified.



COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

PAID
7-27-17
[Signature]

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: **(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

8/3/17
Date(s) for one day events

103 WORCESTER ST.
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by (X), for which the fee is enclosed.

- | | |
|---|--|
| <input type="checkbox"/> Garage Class _____ (\$100) | <input type="checkbox"/> Music/entertainment (\$10) |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00) | <input type="checkbox"/> Common Victuallers (\$25) |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each | <input type="checkbox"/> Innholders (\$25) |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each | <input type="checkbox"/> One Day Beer & Wine (\$25) ** |
| <input type="checkbox"/> Auctioneer (\$25) | <input checked="" type="checkbox"/> One Day All Alcoholic (\$25) |
| <input type="checkbox"/> One Day Auctioneer (\$10) | <input type="checkbox"/> Second Hand Articles (\$40) |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: BOSHEL N PECK / BARTO INC

License Holders Name/Title: MICHAEL BARTOSIEWICZ - OWNER

Business Address: 8 WORCESTER ST. GRAFTON

Residential Address: 26 CREEPER HILL RD

Phone Number & Email Address: 508-839-3005 - AMBARTO@HOTMAIL.COM

PLEASE COMPLETE THE REVERSE SIDE
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

BARTO INC

(Print) Name (of individual or Corporation as applicable)

26 CREEPER HILL RD.

Street Address

N. GRAFTON

City/Town

MA.

State

01536

Zip Code

BARTO INC

* Signature of Individual or
Corporate Name (mandatory)

MICHAEL BARTOSIEWICZ / PRES.

Re: Corporate Officer
(mandatory, if applicable)

Michael Bartosiewicz

Social Security Number (voluntary) or
Federal Identification Number

203621291

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 7/27/17

cji/TPM

New Business (e) Vote to approve – One day beer and wine licenses for Tufts University for the following dates: 8/21/2017, 8/25/2017, 10/7/2017

Loaves and Fishes will be catering and bartending all three of these events. They have the required insurance limits and TIPS trained and certified bartenders. The Chief has been made aware of these events and has no concerns.

Orientation BBQ

Cummings School of Veterinary Medicine

DATE: 7/26/17

Nfts University

Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

8/21/17
Date(s) of Function

Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean for Student Affairs

Business Address: Cummings School of Veterinary
200 Westboro Road
North Grafton, MA 01536

Phone No.: 508 839-8733 x 84725

Residence: N/A

Phone No. N/A

Signature of Applicant:

Bm Bm

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
40 Cummings School of Veterinary Medicine - Dean's Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

North Grafton MA 01536
City/Town State Zip Code

Joseph M. Marus
• Signature of Individual or
Corporate Name (mandatory)

Executive Associate Dean
Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634
** Social Security No. (voluntary) or
Federal Identification Number

• This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 7/26/17

Next Scheduled Meetings of the Selectmen

SCAVMA Picnic & Club Fair

Cummings School of Veterinary Medicine

DATE: 7/26/17

Nfts University

Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

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SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

8/25/17
Date(s) of Function

Alpha Psi House lawn
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victualers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean for Student Affairs

Business Address: Cummings School of Veterinary Medicine
200 Westford Road
North Grafton, MA 01536

Phone No.: 508 839-8733 x 84725

Residence: N/A

Phone No. N/A

Name: _____

Manufacturer: _____

Signature of Applicant:

Bon Ber

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
40 Cummings School of Veterinary Medicine - Dean's Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

North Grafton MA 01536
City/Town State Zip Code

Joseph McManus
• Signature of Individual or
Corporate Name (mandatory)

Executive Associate Dean
Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

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Date: 7/26/17

Next Scheduled Meetings of the Selectmen

Student Livestock Organization Hoedown

Cummings School of Veterinary Medicine

DATE: 7/26/17

Nfts University

Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

10/7/17
Date(s) of Function

Beef Barn
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
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Business Address: Cummings School of Veterinary
200 Westboro Road
North Grafton, MA 01536

Phone No.: 508 839-8733 x 84725

Residence: N/A

Phone No. N/A

Signature of Applicant:

Bon Bon

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
40 Cummings School of Veterinary Medicine - Dean's Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

North Grafton MA 01536
City/Town State Zip Code

Joseph M. Marous
• Signature of Individual or
Corporate Name (mandatory)

Executive Associate Dean
Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634
** Social Security No. (voluntary) or
Federal Identification Number

• This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 7/26/17

Next Scheduled Meetings of the Selectmen

July, 20, 2017

Brigette McClements
58 High Point Drive,
Grafton, MA 01536

Re: Right of First Refusal- 58 High Point Drive, Grafton, MA 01536

Dear Brigitte,

Community Housing Inc. (CHI), the monitoring agent for the project High Point Estates in Grafton MA, has received your notice of intention to sell the home which you sent on July 10, 2017. This letter is to inform you that, pursuant to the affordable housing deed rider which applies to the re-sale of the property. CHI contacted the town to hereby exercise its right of first refusal and the town has up to 30 days to reply. If and when the Town replies that it will not exercise the "right of first refusal" our marketing period will start and consists on 90 days.

As stated in the Deed Rider:

When the Owner or any successor in title to the owner shall desire to sell, dispose of or otherwise convey the property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Home Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the

Community Housing Inc.
155 Merrimack Street, Lowell, MA 01852
Tel: 978-654-5802
aglasen@commteam.org

1

Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

Your selling price will be **\$201,395**. We will add 2 % resale fee on top of this so the purchase price for the next buyer will be: **\$205,423**.

Enclosed is property information form. Please fill out and send back to me ASAP. It can be scanned and sent via e-mail.

I would like to meet you to discuss the resale process and take pictures of the unit so we can market as soon as we get the response from Town. Please contact me to set up an appointment. House should be picture ready for our meeting.

Please feel free to contact me at 617-970-2403, if you have any questions.

Sincerely,


Avi Glaser
Community Housing Inc.

✓ CC: Office of selectman – town of Grafton

Community Housing Inc.
155 Merrimack Street, Lowell, MA 01852
Tel: 978-654-5802
aglaser@commteam.org